

1897-041

Lee Co.

Chancery Causes

C. R. Kesterson vs. William Crisel &c.
Wheeler & Hill vs. William Crisel &c.
H.C.T. Richmond vs. William Crisel &c.
L. D. Fulkerson vs. William Crisel &c.

Folder 1013

Louisville & Nashville Railroad Co., Crisel, Wheeler, Hill, Eads, Russell,
Walker, Gockman, Morgan, Boles, Muncy, Munsey, Campbell, Willis

CA-Debt

T-Property

Transportation

11

To the Hon. A. S. K. Morison Judge
of the Circuit Court of Lee County
Virginia

Your orator C. R. Kesterson
who humbly complaining would
respectfully represent that, one
Wm M. Crises, a Citizen of the State
of Kentucky, Contracted with the
Louisville & Nashville Rail Road
Company a body Corporate,
doing business in the State of
Virginia, to have prepared for
said Rail Road Company, the
tie-logs for its rail road from
Cumberland Gap through said
County to the Wise County line
and possibly further, a distance
of some 55 miles or more, that
in the prosecution of said Con-
tract the said Wm M. Crises did
so manufacture get-cut and
deliver to said Rail Road Com-
pany a large number of said
ties, for many of which he
~~the~~ said Crises was paid, all
except 10% of the amt due
him which was retained by
said Rail Road Company, and
which they still owe the said

Wm Crisel, and the said Crisel
so manufactured and placed on
said right of way, a large num-
ber of tie logs, for which said
Company has never paid, has
never received and which is still
the property of the said Crisel and
he is the owner of large quanti-
ties of such tie-logs still in the
woods on the lands of various
Citizens in this County from which
has never removed them, all sit-
uated in this County. The said
Crisel in the course of his work
became indebted to your Orator
in a large sum of money viz:
in the sum of \$334.67 of which
sum \$262.70 was due & payable
on the 20th day of June 1890 and
the residue will become due & is
payable on the 20th day of July
1890. An account of all which is
herewith filed marked "A" and is
prayed to be considered as part
hereof. The balance as shown above
is still due your Orator and is un-
paid. The said Crisel has recently
abandoned his said work and

removed from the Commonwealth of Virginia taking with him all his estate except the tie-logs before mentioned, and whatever may be due him from the said Rail Road Company, which your orator alleges to be the sum of \$1000. at least-

+ The tie-logs before referred to as delivered on said right of way of said Rail Road, are situated upon the said right of way where it passes through the lands of the following Citizens of said County viz: Wm R. Boles, James Willis, M. S. Ball Chadwell Brittain, J. A. Taylor, W. F. Gibson, John Ball Lucy Brittain ^{D.C. Hillis} & others and the tie-logs so situated on the lands & not removed to the said right of way are upon the lands of Chadwell Brittain, James Willis, Joel Mericle, Theobald of Jas Thomas et al. and others - Your orator therefore alleges that said Wm Boles is a non-resident, never having resided in this state, that he has estate in this County and state, and that he has the debt due him from the said Louisville & Nashville Rail Road Company, which has estate belonging to it in the said County of Lee. where it is doing business

Your orator alleges that his matters of account against said Crisell are long & complicated and that said Crisell's account with said Rail Road Company, are likewise long & complicated and that he is advised it is the peculiar province of a Court of equity to take charge of settle matters of account; that he has no adequate remedy at law

The object of this bill therefore is to obtain a decree for the amt due your orator from said Wm Crisell, and in the mean time to have attached & held liable to ~~for~~ the future order of this Court the estate of the said Wm Crisell, also the debt or so much thereof as may be necessary, to pay this claim, which is due from the said Louisville & Nashville Rail Road Company

To affect which he prays that Wm Crisell, and The Louisville & Nashville Rail Road Company a body Corporate doing business in the State of Virginia be made parties defendants to this bill and answer the same, but the said Wm Crisell need not do so upon

oath, that being expressly waived
But the said Louisville & Nashville
Rail Road Company is required to
answer upon oath and state the
amount if anything it owes the
said Mr. Criswell and whether or not
it has not retained 10% from his
accounts against it and whether or
not it does not now owe him
that percent and how much it am-
ounts to. And whether or not it
owes him on any other account
how much and for what. No other
relief being sought from said
Company only the payment of
whatever sum it may owe to
him.

Your orator further alleges that
said Rail Road Company took
from the said Mr. Criswell a
bond for the due performance of
his undertakings, to wit to furnish
said tie logs for said rail road line
with good security for his due per-
formance; that it is in the power
of said rail road to enforce the
completion of this Contract by suit
on said bond, and that when com-
pleted there would be ample means

in said Company, having to pay your
crater's Claim - And if they refuse
to so enforce the same, your crater
is advised that he is substituted to the
rights and remedies of said Rail
Road upon said Bond - His further
prayer therefore is that said Rail
Road Company answer upon its
oath & state whether or not it
holds such bond and if so that it
file the same as a true copy thereof
and if found true in equity that the
said Rail Road be compelled to sue
and enforce its remedies if it has
any against said Crises for the
benefit of your crater.

He prays that a receiver be appointed
to take charge of said logs & sell the
same, and that he be directed to col-
lect any debt found due to said Crises
from said Rail Road Company
and hold the same subject to the fu-
ture order of this Court. And for
all such other further and general
relief as he is entitled to - and
as in duty bound he will ever
pray. May I say
A. L. Pickens

Case record.

II

C. R. Kesterson

v} Bill Chip

Win. L. Criss et al

1890 1st July Rules, Spay

attachment made & C.F.

" 2nd July Rules Court

" 1st Aug " "

" 2nd " " Order Rule

Completed & Cause set

for hearing by J. H.

To the Hon. H. S. K. Morrison Judge
of the Circuit Court of Lee County
Virginia

Your Obedient James M. Wheeler and
J. B. Hill merchants and partners
trading under the firm name and
style of Wheeler & Hill, who humbly
would respectfully represent that
one Wm Crisel is indebted to them
in the sum of \$296.15- of which
sum \$244.58 was due and payable
June 20th, 1890. And the residue \$51.57
will become due & payable July
20th 1890. The said Wm Crisel is
a non resident of this Common-
wealth, but has estate belonging to
him in this County - He has also a
debt due him from the Louisville
& Nashville Rail Road Company a
body Corporate doing business in the
State of Virginia - The estate due the
said Wm Crisel consists of a number
of tie-logs belonging to him and part-
ly delivered on the right of way of
said rail road - He has a lot of
such tie logs on the lands of M. S. Ball
D. C. Hillis, Chas. W. Brittain Wm
F. Gibson & others - He has also a lot
of such tie logs not delivered on said

right of way, but are in the woods,
upon the lands where originally man-
ufactured of these are members on the
lands of Chadwell, Brittain, James
Willis Wm R. Boles, Barney Campbell
James Campbell, Tilda Sutter and others.
The debt due from the said Rail
Road, which has estate due to it in
this County & which owns lands & other
property in said County, was for
the sale & delivery of tie-logs to it
for its rail road purposes.

The said Grisel is a nonresident
never having resided in this state &
recently abandoned his work &
fled the County taking all his estate
except the debt & logs aforesaid.

The account heretofore stated is
due & unpaid to your orators.

The object of this bill therefore is
to attach upon said estate, the logs
aforesaid, and the said debt due to
said Grisel from said Louisville &
Nashville Rail Road as aforesaid &
to have & receiver appointed to sell
said property & collect said debt
and on a final hearing to have a
decree rendered in favor of your

craters for the amt due them and
that said attached effects or so much
thereof as may be necessary be ap-
plied to the payment thereof as may
be necessary to pay the same. And to
affect which they pray that Wm
Crisel and the Louisville & Nashville
Rail Road Company a body Corporate
doing business in Virginia be made
parties defendants to this bill, and
answer the same but the said Crisel need
not do so upon oath that being expressly
waived: But that said Louisville &
Nashville Rail Road Company answer
on its oath how much if anything it
owes said Wm Crisel & how much and
for what - And on a hearing a decree be
rendered in favor of your craters & apply-
in said estate or debt to the payment thereof.
And for all further & general relief,
May your Honor issue &c.

A. L. Pickens

Tax paid
Wheeler & Hill

v3 1300 Chy

Was. Lewis et al

Tax paid
1890, 1st July Rules, S.
attachment made & C.

" 2nd July Rules Court

" 1st Aug. "

" 2 " " order

completed & Cause set

for hearing by J. J.

" Aug. Decree & Court

Decree continued

1891. Mr. Decree & Court

" Aug. Decree, Dep.

Suppressed leave

to retake Court,

To the Hon W. S. K. Morrison Judge
of the Circuit Court of Lee County
Virginia

Your orator H. C. J. Richmond who
humbly complaining would
respectfully represent that one
Wm Crisell a resident
of the state of Kentucky is justly
indebted to him in the sum of
\$793.55. of which sum \$638.32
was due and payable on the
20th day of June 1890, and the
sum of \$155.23 will fall due on
the 20th day of July 1890. An
account of all which will be
found filed herewith and is
prayed to be considered herewith
as part hereof marked "A"

The said Wm Crisell has been
engaged for some months past
as the Contractor on the Louisville
& Nashville Rail road and in
the course of ~~this~~ business, has
prepared and placed on the right
of way of said Rail road Company
~~as in the labels of C. Brittain~~
or through said County, a large
number of tie-logs, which are
his own separate property, and
is the only property or estate now

belonging to him in this County and
State known to your orator,
This debt thus due your orator
by account, as above stated, was
for the items shown by said
account all of which was
furnished to said Wm. Lorislo at
his special instance and request
and the same is now due as
aforesaid, and to become due
as aforesaid and is wholly un-
paid.

The said Wm. Lorislo, has re-
cently abandoned his said work
and has removed much of his
personal estate ^{out} of the County
of Lee and your orator fears
he intends to so dispose of his
effects as defeat the recovery
of his claim should only the
Ordinary Course of law be
pursued - The said ~~two~~ logs are
greatly scattered along the
line of said road and are
valuable only for the purpo-
ses for which they have been
prepared, and unless they can
be marketed to the road for which

use they have been prepared they will become useless. They will moreover greatly damage by continued neglect, and your crater alleges that a receiver and sale thereof is necessary to a full & fair return for said logs.

Your crater is advised that he has no adequate remedy at law, and that he is relievable only in equity.

The object of this bill therefore is to have said logs attached upon, and the same or so many thereof as may be necessary sold as will pay the same and attendant costs. The said logs are as above stated in the County of Lee & State of Virginia and lie partly on said right of way where it passes through the lands of the following persons viz:

Mr. S. Ball, Chacewell Brittain
D. C. Willis ^{John Willis} and lands in the possession of J. A. Taylor and the lands of James Willis Wm R. Bales & others.

and they are such of said tie logs
as belong to said Wm Bristol and
has been placed there during the
month of June 1890.

The premises considered therefore
your orator prays that, Wm
Bristol be made a party de-
fendant to this bill, and ans-
wer the same ~~on oath~~ but he
need not do so on oath that
being expressly waived: That
said logs be attached upon and
so may thereof be sold as may
be necessary to pay the same that
a Court of equity take cognizance
of his cause where matters of
account or specially cognizable
as on a hearing a decree be ren-
dered for the amt due him - and
for all other further general relief
may supra issue.

A. L. Pickens

p. q.

C 13.43
 S 50
 LA 15.00
 Pr. 5.00
 Court 76-

\$35.18
 Estimate 3.00
 \$38.18

H. C. J. Richmond

v. Bill Chip

Wm Lisle

In pursuance of the
 provisions of the
 of the bill to take
 effect are hereby
 laid with good reason
 in the sum of \$1500.00
 conditions as the
 law directs before the
 clerk of this court
 to the clerk of the H. C. J. Richmond
 Ct. Ct. of the
 County Va } Aug 9 1890.

1890 1st July Rules, 3rd, attached
 ment made. Order Pub.

" 2nd July Rules Court. v.
 " 1st Aug " " Pub.
 " 2nd " " Order Pub.
 Completed, July 2nd, 1890
 Cause set for hearing by
 Clerk.

To the Hon. W. S. K. Morrison, Judge of
the Circuit Court of Lee County, Virginia.

Your orator, L. D. Fulkerson who
humbly complaining would respectfully
represent that one Wm. Crissell

a resident of the state of Ken-
tucky is justly indebted to him in
the sum of \$750.00, of which
sum \$750 was due & payable
on the 20th day of June 1890, and
the sum of \$ will fall due
on the 20th day of July 1890. An
account of all which will be found
filed herewith and is prayed to be
considered herewith as part hereof
marked "A". The said Wm. Crissell

has been for some months past
as tie Contractor on the Louisville &
Nashville Railroad, and your orator
was the agent for said Crissell and
said account was made as such
agent. and in the course of his
business, has prepared & placed on
the right-of-way of said Railroad
Company on & through said County, a
large number of tie-logs, which are
his own separate property, and is the
only property or estate now belonging
to him in this County and State known

to your orator.

This debt thus due your by account, as above stated, was for the items shown by said account, all of which was furnished ^{done & performed for} to said Wm Crissell at his special instance & request and the same is now due as aforesaid, and to become due as aforesaid, and is wholly unpaid.

The said Wm Crissell, has recently abandoned his said work & has removed much of his personal estate out of the County of Lee and your orator fears he intends to so dispose of his effects as to defeat the recovery of his claim should only the ordinary course of law be pursued. The said tie logs are greatly scattered along the line of Railroad and are valuable only for the purpose for which they have been prepared, and unless they can be marketed to the road for whose use they have been prepared they will become useless. They will moreover greatly damage by continued neglect and your orator alleges that a receiver & sale thereof is necessary to a full & fair return for said logs. Your

Orator is advised that he has no adequate remedy at law, and that he is relievable only in equity.

The object of this bill therefore is to have said logs attached upon, & the same or so many thereof as may be necessary sold as will pay the same & attendant costs. The said logs are as above stated in the county of Lee & State of Virginia and lie partly on said right of way where it passes through the lands of the following persons; viz; M. S. Bull, Chaclwell Brittain John Bull D. C. Willis' and also in the possession of J. A. Taylor; and also a cut-off logs on the lands of Chaclwell Brittain James Willis, W. R. Boles & others.

And they are such of said tie-logs
as belong to said Wm Crissell and
has been placed there the month of
June 1890.

The premises considered therefore
your orator prays that Wm Crissell be
made a party defendant to this
bill and answer the same, but he need
not do so on oath that being ex-
pressly waived: That said logs be
attached upon and so many
thereof be sold as may be necessary
to pay the same, that a court of equity
take cognizance of his cause where
matters of account, ^{and agency are} ~~and~~ specially cog-
nizable and on a hearing a decree be
rendered for the amount due him, and
for all other & further & general relief
may ~~be~~ issue &c. - That said ac-
counts growing out of said agency
are complicated and, not easily
settled at law, and are properly cog-
nizable in equity.

A. L. Brewster

p. q.

L. 17.23
 S. 50
 J. 15.00
 Pr. 5.00

#37.73

L. D. Fulterson
 P.

Bill Chy

Wm Crisile

1890, 1st July Rules & Spd.
 attachment made & O. F.
 " 2nd July Rules Cont'd
 1st Aug. " " Order In
 2 " " Completed Inj Granted
 & Cause set for hearing
 by J. J.
 Aug Decree & Cont'd
 " Decree Continued
 1891. March Term
 Decree final

1.
Wheeler & Hill vs. Wm. Crisel, et als.

C.R. Kesterson vs. same.

To the Honorable W.T. Miller, Judge of the Circuit Court
for Lee County, Virginia:

The separate answer of the Louisville & Nashville Railroad
Company, a corporation doing business under the laws of Vir-
ginia, to a bill exhibited against it and Wm. Crisel by James M
Wheeler and J.E. Hill, merchants trading under the firm name ~~and~~
and style of Wheeler & Hill, and another bill exhibited against
it and the said Crisel by C.R. Kesterson.

Respondent knows nothing of the dealings between the said
Crisel and the complainants in either of said causes, nor does
it know any thing of the alleged indebtedness of said Crisel
to said complainants, or either one of them, and neither ad-
mits nor denies said indebtedness.

Respondent supposes it is true that said Crisel is a non-
resident of the Commonwealth of Virginia, but if he has estate
belonging to him in Lee County, or at any other point in the
State of Virginia, it has no knowledge of that fact. Respon-
dent supposes that at the time said bills were filed that said
Crisel did have property in this county, all of which, as res-
pondent is informed, was attached on in these cases and others
instituted at about the same time these causes were. But
respondent denies that either now or at the time these suits
were instituted, it was indebted to the said Wm. Crisel in any
sum. The said Crisel had sometime prior to the institution
of these suits contracted with this respondent to deliver to
it on its right of way the cross ties for its track from Cum-
berland Gap to Norton, which contract the said Crisel failed
to keep. *Said contract is in writing and in possession of Res-
pondent.* It is true, however, that the said Crisel commenced
the execution of the contract which he had entered into with
respondent as aforesaid, and that he manufactured and deliver-
ed to this respondent quite a large number of ties prior to
the first day of June 1890, all and every one of which so de-
livered by him before the first day of June 1890, were paid
for on or before the 20th day of June 1890. And it is not

true that this respondent has retained ten per cent of the amount due to the said Crisel, or any other sum due to him on cross-ties so delivered; but on the contrary the ties delivered each month were paid for in full on or about the 20th day of the next month after said delivery~~was~~, nothing whatever being retained out of the amount agreed to be paid for said ties.

Respondent supposes it to be true that the said Crisel had delivered on its right of way a number of cross-ties after the last day of May 1890 and before the 27th day of June 1890, the exact number of which it does not know and has no means of ascertaining except by the return of the Sheriff of his levy of the attachements in these cases and the other suits instituted against the said Crisel about the same time. These ties had not been, as is truly alleged in the bill of C.R.Kesterson, received by this respondent or paid for by it at the time said attachements were sued out and levied, but they have long ~~since~~ since been paid for by respondent to the creditors of said Crisel as will be more fully shown a little later.

Respondent sees from the return of the Sheriff on said attachements that they were levied on 4,926 cross-ties on its right of way on the lands of M.S.Ball, W.F.Gibson, Sarah Ball, Lucy A.Brittain, John Ball, D.C.Willis and the lands in the possession of T.A.Taylor. All these ties would have been received by respondent on the last day of June 1890 if they had not been attached on before that day, and the price of them would have been due to the said Crisel on the 20th day of July 1890.

Respondent will now show your honor that the following attachements were sued out and levied on said 4,926 ties aforesaid: to wit, H.C.T.Richmond against Wm.Crisel asserting a debt of \$793.55, which attachment was levied June 26th 1890; L.D.Fulkerson against Wm.Crisel asserting a debt for \$750.00, which attachment was ~~levied~~ also levied on June 26th 1890; James.P.Campbell against Wm.Crisel asserting a debt of \$400.53 which attachment was levied on the 27th day of June 1890; Bales, Eads & Co. against Wm.Crisel asserting a debt for \$651.

10 which attachment was also levied on the 27th day of June 1890; C.R.Kesterson against Wm.Crisel andd the L.& N.R.R.Co., asserting a debt of \$334.67, which attachment was levied on the 27th day of June 1890; Wheeler & Hill against Wm.Crisel a and respondent, asserting a debt for \$296.15, which attache- ment was levied on the 27th day of June 1890~~x~~. As before stat- ed, all these attachments were, as respondent is informed and here charges and as is shown by the return of A.E.Munsey, Sher- iff of said county, levied on said 4,926 ties aforesaid.

Respondent will now show your honor that by a decree en- in the chancery cause of L.D.Fulkerson against Crisel tered on the 23rd day of July 1890, ~~in~~ in vacation, C.N.Morgan was appointed receiver to take charge of and sell the tie logs mentioned and described in the bill and the return of the Sher- iff endorsed upon the attachment in said cause and sell the same either publicly or privately, as seemed to him most ad- vantageous to the owner of said logs; and on the 5th day of September 1890, by a decree entered in the case of C.R.Kesterson against WM.Crisel and Wheeler & Hill against the same w which were brought on to be heard together, the sheriff of Lee County was ordered to proceed at once to sell the ties and log attached on in said causes, either at public or private sale so that the same would bring the highest and best price, and hold the fund subject to the future order of the Court. Act- ing under said decrees, as respondent is informed and here as- serts, the said C.N.Morgan took charge of all of the ties thus levied on, situated on respondent's right of way, to wit, 4,- 926, which ties respondent purchased from him and paid him therefor as follows: \$About August 9th to 13th 1890, \$1278.94. About September 20th \$767.21, and about the last days of ~~Sep-~~ ^{tember} or first days of October respondent purchased from him ties amounting to \$864.80 for which it also paid him. It is proper here to state that said attachments ^{were levied} on a large number of ties which were still in the woods where they were made, and which the receiver, as respondent is informed, was hauling in before the last payment aforesaid was made, and said last ~~payment~~

payment was entirely, as respondent is informed for ties thus hauled in by said receiver. And respondent is of opinion that \$153.45 of the payment made about the 20th of September 1890 was likewise for ties so hauled in by said receiver, ~~that~~ though the exact amount so paid to said receiver in said payment of the 20th of September 1890 for ties so hauled in by ~~it~~ him can not be ascertained by respondent as said receiver did not keep a separate account for the ties hauled in by himself. But from the very best information which respondent can get, there were about 4,408 first class ties and about 500 second class ties and a few culls in said 4,926 ties so levied on, and the price which respondent paid to said receiver was \$0.40 per tie for first class ties, and \$0.25 per tie for second class ties.

Respondent thinks it proper to here show your honor that it is informed that its tie inspector, ~~had~~ G.F. Jackman, had commenced inspecting ties in June, and that from the 16th to the 21st day of June 1890, he had inspected 1906 ties, put on the right of way after the 30th day of May 1890, of which 1677 were first class, 175 second class, and 54 culls; but this inspection was not reported to respondent at the time said attachments were levied, was unknown to it, and it had not received said ties at the time of the levy of said attachment, and this 1906 ties constituted a part of the 4,926 ties upon which said attachments were levied as aforesaid, and for which your respondent paid the said C.N. Morgan, Receiver, as aforesaid ~~said~~ said.

Respondent for answer to the rule awarded in these causes against it on the 17th day of November 1894, says that it is advised that its answer as above affords to the complainants all the information that they desire from it, and the reason why it has never heretofore answered is because that it thought the return of the Sheriff, the report of said Sheriff, and said receiver afforded to the complainants all the information which they desired upon the subject, ~~and now having answered~~

and that answer from it was unnecessary and not desired by the parties, ~~and the respondent~~ The failure of said respondent to answer said bill sooner was not caused from any desire to evade an answer and a full disclosure on its part of all its dealings with the said Crisel, and of its standing with him on the 26th and 27th of June 1890, when said attachments were levied.

Respondent now having fully answered said bills, and said rule aforesaid, prays to be hence dismissed with its costs.

Attest:

Louisville & Nashville Railroad Co.

J. H. Green,
Secretary

By

M. J. Smith
President

W. T. Dumas
Atty

The foregoing answer is excepted to.
1st. Because the Contract ~~and~~
~~between~~ of Wm Crisel with
the L & N. R. Co. to furnish cross-ties
for said Company is not filed
with said answer, nor a
true copy thereof, as called for
and required by the bill of C. R.
Hickman, and the said answer
does not state the terms of
said Contract.
2^d Because the bond or a true
Copy thereof, is not filed from

said Crisel & said Company
to perform said Contract is not
filed as required by the bills
in said Cases, nor does said
answer state the terms of said bond.
Because Respondent does not
state whether or not it holds
said Contract or bond.

This March 7th 1895 B H Sewell atty
for Wheeler & Hill & R
Heston,

Wm Crisel & al

Ans. Answer

Wheeler & Hill

and
C. R. Heston

Answer of L. & R

R. H. Co. & Co.

Filed in open Court
and by leave thereof
and filed March 7th
1895

M. B. Munroe
Clerk

To the Hon H. S. K. Merison Judge of the Circuit
Court of Lee County Virginia:

The undersigned ~~renew~~ Chas. H. Morgan
begs leave to state, in answer to a rule awarded
against ^{him} in the cause of _____ against

on the day of _____ 189 _____ to
show cause why he should not be fined, for contempt,
in failing to file his report as renewed pursuant
to a former decree. That soon after said last renewed
decree had been entered, and perhaps more than
one year ago, this decree placed his books, and
papers for settlement, in the hands of Mr. John M. Morgan
with the understanding and agreement that the latter
should make out and file his report of his acting and
doings in the premises, in conformity to the requirements
of the said decree, and this decree had been informed
by said John M. Morgan that his said report had
been made, was satisfactory, and had been approved
and this respondent believing that such was the fact
paid no further attention to the matter, and he really
knew no better, until after said rule had been
awarded against him.

This respondent begs leave to state, that it is very
far from his wish or intention, to stand out or neglect
to perform any duty required at his hands, in contempt
of your Honors authority, but he has at all times
been ready to comply therewith, and as soon as he
learned that such report had not been made. He at
once came to your office, and procured H. J. Morgan

to make and file the report required at his hands

This record therefore prays that said rule be
unchanged.

B. H. Morgan Brown

May 20 1892

B. H. Morgan Brown

Answer to Rule

L. R. Kesterson

Peggy

MS

William Crisel

Sept

and

In Schy

Wheeler & Hill

Pell

25

William Lerisel

Sept

In Reply

These Causes came on again to be further heard on the papers formerly made Thierin and the report of A. B. Munsey filed in this Cause on June 14th / 1897 which report is unexcepted to, and was argued by Counsel: On consideration of all which and for reasons appearing to the Court, it is ad- judged, ordered and decreed, that said report, receipts and disbursements be and are hereby confirmed, and he is hereby released from further duty as such receiver. And this Cause is stricken from the Docket.

Le. R. Kusterouthal

vs } Series
Final

Wm. L. Kusterouthal

Eu. C. O. B. No. 6 p. 34.

Enter this
June 15/97.
W. L. K.

C. R. Kesterson	Poff	In Chy
vs.		
William Bristol	Deft	In Chy
Wheeler & Ball	Poff	
vs.		
William Enos	Deft	

These causes came on again to be further heard on the papers heretofore read in the causes. And the reports of C. N. Morgan one of the Recorders in the causes dated and filed in the causes June 17 1896 showing that he had charged himself with \$158.31 the amount decreed to be paid by him by the decree entered against him at the last June Term of this court, ~~and that he had paid~~ out that sum to the parties as directed by said decree, as shown ^{by} the proper receipts of the parties attached to the said report, and was argued by counsel, and the said report being accepted to, and filed the time required by law. On consideration whereof It is adjudged ordered and decreed that said Report be and the same is hereby confirmed. And the said C. N. Morgan is hence dismissed and the causes continued for Recorder Morgan's Report.

C. R. Kesterson
Ball & Wheeler

20 $\frac{3}{3}$ Deere's Irish ants Morgan

Up. larval

Entered in Chaucery
Order Book p. 578.

Entered this
March 4 1897.

W. F. M.

C. R. Kesterson

vs

Wm. Crisel

2nd

Wheeler & Hill

vs.

Wm. Crisel

In Chy.

These causes came on again this day to be further heard upon the papers formerly read therein, and the report of Comrs. D. C. Sewell and A. M. Goins, filed May 18, 1896, and exceptions thereto endorsed thereon, and was argued by counsel. On consideration of all which, and for reasons appearing to the court, said exceptions are sustained in so far as they refer to that part of said Comrs. report which states that the general funds in the hands of the Receivers should be applied to the payment of all the costs of these attachment proceedings, and as to the residue of said exceptions the same are hereby overruled, and said report is confirmed.

It is hereby decreed that the

general fund in the hands of the Receivers be applied to the payment of; 1st, the costs of Cours. Sewell & Goins for taking the accts. by them, and also to the payment of the witnesses who attended before them in taking said acct.; and 2nd, the residue of said general fund shall be divided equally among the attaching creditors Ballo & Eads, J. C. Campbell, and Chad. Brittain's heirs.

It is further decreed that the special fund in the hands of said Receivers be applied; 1st, to the payment of the costs attending these proceedings, and not included in the costs of Cours. Sewell & Goins and the witnesses who attended before them in taking the accts.; and 2nd, the residue of said special fund shall be paid to C. R. Kesterson and Wheeler & Hill in the proportion to which they are shown to be entitled by the aforesaid report of Cours. Sewell & Goins.

And it appearing from the

report of said Comrs. Sewell & Goins that of the total funds of \$199 in the hands of the Receivers, \$80.90 thereof is in the hands of A. B. Muncey, Receiver, and the sum of \$118.10, the residue thereof, is in the hands of C. N. Morgan, Receiver, and that said funds were received by said Receivers as of Oct. 1st 1890; it is hereby decreed that each of said Receivers pay the legal rate of 6 per cent interest on the funds respectively in his hands from the 1st day of Oct, 1890, till paid.

It is further decreed that each of said Receivers pay out the respective funds in his hands, with interest thereon from Oct. 1, 1890, till date of payment, to the parties to whom it is shown to be due as above set out in this decree, taking vouchers for disbursements, and they will report their action to this court at the next term, and this cause is continued.

H

C. R. Kesterson

and

Whelan & Hill

vs

Wm. L. L. L.

Decree.

O. B. Page 420

Enter this decree,

W. L. L.

this June 4, 1896.

C. R. Huston

vs

Wm. Crissel et al

Whelan & Hill

vs

Same

In Chancery,

These causes came on again this day. We again heard upon the papers formerly read in the Cause, and the report of D. C. Sewell, and A. M. Davis Commissioners filed herein, on the 20th day of February 1896, and exceptions thereto, ^{by the plaintiffs} which was argued by Counsel. On consideration whereof, it is adjudged ordered and decreed that the Louisville & Nashville Railroad Company be discharged from the garnishment proceedings in said Causes, but C. R. Huston is given the privilege of producing the subpoena in his case to show whether or not he is bound on the ties implicated and claimed for said Company by G. F. Jackson, and this garnishment may be reconsidered as to said Huston. It is further adjudged ordered and decreed that all of the ^{said} exceptions to said report by these plaintiffs be overruled, except number 3, ^{which is sustained} and that said report be remitted to said Commissioners to ascertain and report how many

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Til lags were levied on ~~under~~
these attachments in said two
causes, that were not levied
on by any of the other attachments,
and what were the net proceeds
of same, if any, that the receiver
got for same separate and apart
from any other attached til
lags, and if this cannot be
ascertained, then to ascertain
and report what were the
net proceeds said receiver
ought to have received for the
same, and which one of said receivers
ought to have received the money
for the same, Said Commissioners
will give the parties or their
attorneys at least ten days notice
of the time and place of their
sittings for said purposes.
They will report their actions
to the next term of this Court,
and these causes are continued.

C. R. Vesterman
vs

Wm Criswell et al
vs

Wm. Thill
vs

Sam.

Deere.

O. B. P. 373

Exhibit two,

17. April
March 9th 1896,

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Ch. Hesteran Plff

vs
Wm Daniel Opt

and
Wheeler & Hill Plffs

In Chancery

vs
Same

These causes came on again
this day to be heard upon the
papers formerly read herein, and
the answer of the Louisville & Nashville
Railroad Company filed in open court
by leave thereof, on the 6th day of March
1895, to the bills in said two causes, and
the rule awarded against said Company
on the 17th day of November 1894, and
with exceptions to said answer of
said Company, and was argued
by counsel.

On consideration whereof it is ad-
judged, ordered and decreed, that said
exceptions to said answer nos 1 & 2
are overruled, and exception
no 3, is sustained and said an-
~~swer is suppressed.~~

And on motion of said Company
leave is granted it to amend its an-
swer, which amendment is made
at bar by inserting the words, "Said
Contract is in writing and in pos-
session of respondent."

Whereupon these causes come

on again this day to be again ^{look}
upon the papers formerly read ^{before}
and said amended answer of said
Company ^{and general replication to said answer} and was argued by himself.
^{The judge not being satisfied with said answer} On consideration whereof, it is
adjudged ordered and decreed
that the special Commissioners
A.M. Goins and D.C. Swell be and
do take the account and perform
the duties assigned them under the
former decrees of this Court entered
in ~~these~~ ^{these} Causes on the 16th day
of March 1893, and on the 12th day of
March 1894, and in addition, to
the matters and things required
by said decrees, they will ascertain
and report what sums of money
if any, was owing to the said
Jesse Crissel, or on which he was
entitled from said Company
at the date of these attachments
and when said garnishment
was issued and served on said
Company, in these Causes, and
how many cross-ties, if any, said
Company had inspected and
received from said Crissel
^{between the 30th day of May 1890 and the 1st day of July 1890}
~~at the date of the service~~
~~said garnishment~~ and they
will report any other matters
deemed pertinent by themselves
or required by the parties

in interest in these causes.

Before proceeding to perform their duties hereunder they will give the parties and their attorneys notice of the time of their sitting.

It is further ordered that said Company produce before the said Commissioners the said Contract between it and Mr. Leisell, referred to in its said amended answer, and these causes are continued.

Ch. Hesterson
no

Wm. C. C. C. C.
no

Wheeler Hill
no

Sam.

Quere.

O.P.
Page 181

Enter this
N. M.

March 14th 1895

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101

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C. R. Hesterman Plff.
vs
Messrs Crissel et al Dfts,
and
Wheeler & Hill Plffs
vs
Same. Dfts
In Chancery

Upon the calling of these causes
which are now before Commission-
ers for accounts, on motion of
the complainants in each of said
causes, it is ordered that a rule
be and the same is hereby awarded
in each of said causes against
The Louisville & Nashville Railroad
Company, a corporation doing
business in the state of Virginia,
returnable to the first day
of the next term of this Court,
to show cause, if any it can
or has, why it should not and
has not, answered of and answer-
ing its indebtedness to Messrs Crissel
as set forth in each of the
said complaints or bills,
and these causes are continued

Let. / Kertman

vs
Wm. Linsdale
and

Whelan & Hill
vs

Same

Deere for hire

Entered in ledger

O.B. Page 116

Enter Ohio

Nov. 17th 1894

M. L. M.

C. R. Kesterson

vs

Wm. Crisole

Wheeler & Hill

vs

Wm. Crisole

Inchy —

These causes came on again this day to be heard upon the papers ^{formerly} read herein & the report of Special Commissioner of D. S. Sewell & exhibits therewith filed Feby 23^d 1894 & the supplemental report filed Feby 26th / 894 and was argued by counsel. On consideration of all which & for reasons appearing to the court it is adjudged, ordered & decreed that said report be & the same is hereby recommended to said Commissioner Sewell & A. M. Gouss who will act together & ascertain & report all matters heretofore referred to said Court. Sewell signed decretal order entered herein on 16th day of March 1893 as particularly as if each & every inquiry was herein restated & said Commissioner will report their action to the next term of this court & the cause is continued.

C. R. Kesterson

vs

Wm Brice

Wheeler & Will ^{Dee}

vs

Wm Brice

March 7 1894

Entered in Chy

Order Book Page

5451 : March 12th 1894

Enter this

March 12th 1894

March 12 1894 -

Wheeler & Hill

v

Wm. Bristol et al

and

B. R. Kesterson

v

Wm. Bristol et al

on the

motion of the ~~plff~~ by
his atty, and at his request
the order entered at the last
term of this Court in the
second styled Cause herein the
order entered in that Cause
at its June term 1892, is va-
cated & set aside, And there-
upon these Causes came on
to be heard together upon
the papers formerly read and
was argued by counsel and
it appearing to the Court that
an enquiry as to whom the
proceeds of the attached ef-
fects in each Cause as well
as in the two Causes of
Baker, each vs. Wm. Bristol
and James P. Campbell against
Wm. Bristol and Charles Brittain
against Wm. Bristol - is necessary

D. C. Swell who is
herby appointed a special
Commissioner for its purpose
will ascertain and report
How many of its ties their
value or amount have been
sold in each of these cases
to any money has been
paid when and how much
and what sums if any
have been improperly paid
to any of its parties. He
will report the dates of
each attachment and its
priorities of each when its
levy has been made on the
same property, how much
if any thing has been collected
by S. B. Muncy late Sheriff
N. E. Morgan receiver or those
employed by him, and how
much if any ~~thing~~ have been
paid to either of its parties
their agents or attorney and
when paid - and whether or
not there is any unsold
property yet remaining. He

will report any facts
deemed pertinent by him-
self or required by either party
and all evidence not appear-
ing of record he will reduce
to writing. And A. B. Muncy
late Sheriff, A. E. Morgan re-
ceiver and H. C. J. Richmond late
receiver will when required
by said Court, appear before
him and render upon oath
a full statement of their acct
showing all receipts, for money
paid and money received to
whom paid and when and the
plffs in each case will also
upon notice by said Court,
appear and give a true and
full account of all money
received by them when and by
whom. He will report his
action to this Court at its next
term and the Cause are con-
tinued.

Wheeler Hill

25 Decr

Wm Knissell etc

Mar 7. 93

Entered in Chy. O.B.
p 452 + 452, March
9/93. J. H. G. Hyatt, bkr

Entu tu

March 16. 193

H. S. M.

Wheeler & Hill
against
Wm Orisel
C. R. Kesterson

against
Wm Orisel
Chas. Brittan

against
Wm Orisel -

There comes came
on this day ~~again~~ to be heard
together, upon the papers formerly
read and the report of C. A. Morgan
received filed May 28th 1892 - and the
report of A. B. Muncy late Sheriff
filed Sept 1st 1891, to neither of which
there are any exceptions, and was
argued by Counsel. On consideration
of which and for reasons appearing
to the Court said reports are each
confirmed & made final - And it
appearing by the report of C. A.
Morgan that there remains in his
hands the sum of \$118.10, ^{as of Sept 30th 1891} and the
report of said Muncy showing that
he is due the sum of \$376.71 as of
Sept 2nd 1891 - It is adjudged or-
dered and decreed that C. A. Morgan
pay the sum in his hands and inter-
est thereon from Sept 30th 1891, to
Wheeler & Hill and C. R. Kesterson to
be taken & held by them pro rata
according to their debts, recoveries
against said Orisel - And the said

Muncy is ordered to pay the amount
in his hands to Wheeler & Hill, C. R.
Kesterson and Chad Brittain and
they shall take and hold the same
so that they will share pro rata
according to their debts this sum
and the amt paid by C. S. Morgan
that Muncy shall pay to Brittain a
sum equal to his pro rata share
of the C. S. Morgan debt and then
pay pro rata the residue in his
hands to these three claimants so that
each claimant will receive his
pro rata share of these two
amounts according to the size of
their debts. It is further adjudged
that the plff each recover their costs
and the residue thereafter shall con-
stitute a credit ~~due to~~ ^{to} Wm Crissel and
~~and the rule is made against saying the recovery is due to~~
the recovery herein - And no further
action being necessary, ^{now} these causes
are stricken from the docket and
dismissed.

Wheeler & Hill
C. R. Kesterson &
Chad Brittain

Decree

Wm Crissel et al
June 7. 1892
Centered Choy
Opp. page 428
June 15/82. J. A. S. Hyatt & Co

Center et al
June 15th 1892
H. S. K. M.

Wheeler & Hill

against

Wm. Lense

and

C. R. Kesterson

against

Wm. Lense

In chancery.

These causes came on again to be heard upon the papers formerly read and was argued by Counsel. And it ~~not~~ appearing to the Court, that C. R. Morgan receiver in this cause has not made and filed his report as such receiver as directed by a former order herein And that A. B. Muncy late sheriff of this County has not as by a former order in these causes filed his report of transactions herein. It is adjudged ordered and decreed, that said C. R. Morgan receiver and A. B. Muncy late sheriff each make their personal appearance before this Court at its next term and on its first day thereof, to show cause if any they have why they shall

Wheeler & Hill

C. R. Hesteron

03 Decree.

Wm Lenzel

Entered Choy

#388 of page 3884

April 8 1892

J. G. Hyatt

Center
K. A. N. M.

April 8 1892

not each be fined for their said
Contempt in failing to obey the
former orders of this Court - And they
are each again ordered to make
and file the report heretofore re-
quired of them accompanied by their
answers to this order. And they
will each report any sales of
ties or logs made by other per-
sons by their direction or consent
covered by said attachment, as the
said C. A. Morgan will specially
report any sales made by W. R.
Boles or Chadwell Brittain
And this cause is continued.

H. C. T. Richmond

against

Wm Criss

L. D. Fulkerson

against

Wm Criss

In Chy

These causes came on again
to be heard together upon the
papers formerly read & was
argued by counsel and it being
admitted by the Council for the
Plff in each of said causes
that the costs in each cause has
been fully paid to the plaintiffs
by the receiver G. W. Morgan
these causes are stricken from
the docket.

H.C. J. Richmond
L. D. F. Johnson
88 } Decree final
Wm. Crisler

April Term 1891

Entered page
325. April 27/91.
J. A. Hyatt

Enter this
April 2 1891
H. S. K. M.

Wheeler & Hill

against
Wm. Crisole

C. R. Testerson

against

Wm. Crisole

In chry -

These causes came on again to be heard together upon the papers formerly read & it appearing that the Sheriff of this county has been heretofore ordered to make sale of the property levied on in these causes & certain other attachments at Law, to wit: Eads, Bales & Co against Wm. Crisole C. Brittain & others against the same & which latter attachments are suggested ~~is~~ being prior in point of levy & it appearing that the Sheriff has not made any report in reference to said sales or the amounts thereof ~~to~~ it is adjudged ordered & decreed that the said Sheriff make a report ^{to this court} at its next term of the amount of sales made by him to whom, & whether or not if he has paid out same & if so

to whom & C. H. Morgan the receiver
heretofore appointed will make
& file a report showing the amount
of sales by him, the amount of
disbursements made by him &
to whom & when made & the
Clerk of this Court will make
off a copy of this decree one
for the Sheriff & one for said
Morgan & cause the same to
be served on each of them ^{with} in
20 day from the rising of this
Court & the causes are continued.

Wheeler & Hill
C. R. Peterson

75 } acres

Wm. C. Hill

April 1, 1890

Entered in Chgo. O.B.

P. 327. April 2, 1891.
J. A. B. Hyatt

Enter this
April 2, 1891
H. L. K. M.

Whitcomb Hill

23 Decree

Wm. L. L. L.

Recorded in O. B. 1314

Enter this
Dec. 4th 1890

H. S. L. M.

When the said Cruise coming
in & making stoppage. And the
cruise is continued

And it is further adjudged
ordered and decreed that L.D.
Fulkerson recover from the
said Wm. L. Lises the sum of
\$750.00 and legal interest thereon
from the 20th day of June 1890
And that he recover the costs of
his suit. And it appearing
by the report of receiver Mor-
gan that there is now in
his hands the sum of \$2044.15
proceeds of ties, received and
sold by him heretofore levied
on by the sheriff in these
causes. He will retain out
of the same \$49.88 Commission
due himself as receiver, and
he will then pay to said
Richmond and Fulkerson their
claim and legal costs. He
will then report what sums
if any he has paid laid out
and expended in hauling &
delivering said ties on the
right of way and file an
itemized statement of his ex-
penses and show what sum
if any then remains in

his hands.

But the preffs in each of these Causes, shall not be entitled to the benefit of this decree until they each give a good & sufficient bond in double the amount of their debts conditioned to obey the future orders of this Court; upon the coming in hereafter of war beised within five years from the rendition of this decree & making defence thereto. And the said receiver will report his action to this Court at its next term & the Cause are continued.

H. C. J. Richmond
L. D. Fullerson
} Decree

Wm Crisell

Sept 7. 1890

Entab Chay O B. 4
pages 293. 4 -

J. S. Hyatt ©

Enter this
decree. Sept 5-90
H. S. M.
11

C. R. Kesterson
against

Wm. Cresel

Wheeler & Hieb

against
Wm. Cresel

In Chy.

On the motion
of the Complainant, in each
of these Causes they are brought
on to be heard together. And
thereupon came on to be heard
upon the bill and exhibits
filed & order of publication
duly made. And was argued
by Counsel. On Consideration
of which the Court is of
opinion that it is to the interest
of all parties to this suit that
the property attached on be sold
as the same is liable to waste and
an decrease in value owing to
the limited demand. It is therefore
adjudged ^{and agreed} ordered that the Sheriff
of Lee County proceed at once
to sell the trees & logs attached on
either at public or private
sale, so that the same will bring
the highest and best price. But
before making sale the said
Sheriff will advertise the
time terms and place of sale

L. R. Hesterson
Wheeler & Hill

v { Decree

Wm. Coris

Order this Sept 9th

at least ten days before making
sale thereof, by pasting written
notice ~~to~~ thereof at two or more
public places, one of which shall
be in the neighborhood where the
sale is to be made. He will
require one third of the price
paid in hand - and the residue
paid in 60 days, and for the de-
ferred payment he will take
bonds payable to himself bear-
ing interest with good personal
security. He will hold said
funds subject to the future orders
of this Court, and it being sug-
gested that there are various liens
on this property by divers attachments
said Sheriff will ascertain &
report to this Court at its next term
the number dates & amounts of
said attachments when levied &
the date of each together with
amount of proceeds in his hand
and how he has executed ^{the order} ~~the same~~
But the said Sheriff will not pro-
ceed to execute nor shall this
order be effectual for the pffs
until they shall execute bond
in the penalty of \$2000 conditioned
according to law. Said Sheriff will
report his action to this Court at
its next term & the Causes are continued.

Virginia Circuit Court of Lee County
in vacation at Estillville Va August 9 / 1890

H. C. T. Richmond

vs

Wm Crisel

} In chancery.

On motion of the complainant and from the bill and affidavits thereto it appears to the court that it will be to the interest of the parties to this suit to sell the property attached and that the same is liable to decrease in value, the demand for R.R. ties being limited. It is therefore adjudged ordered and decreed that the sheriff of Lee county proceed at once to sell the tie logs attached either at public or private sale so that the same will bring the highest and best price: but before making the sale the said sheriff will advertise the time, terms and place of sale at least ten days before selling by posting written or printed notices at two or more public places. He will require one third of the price paid down and one half of the remainder on a credit of sixty days and the residue on a credit of four months and for the deferred payments he will require bond with good security made payable to himself bearing interest from date and he will hold the

funds and notes subject to the future
order of this court and report how
he has executed this decree. But
this order shall not be effectual until
the complainant shall give bond
in the penalty of \$2000⁰⁰
conditioned according to law.
H. S. Muonisan

H. C. J. Richmond
as }
Wm. Criswell

Entered by Cheney 6B
page 272
Aug 28th 1890
J. C. P. H. H. H. H.

Virginia Circuit Court of Lee County in
Vacation at Estillville 9th August 9th 1890

L. D. Fulkerson)

vs

Wm Crisel

} In chanc.

On motion of the complainant
and from the bill and affidavits
thereunto it appears to the court that
it will be to the interest of the parties
to this suit to sell the property
attached and that the same is
liable to decrease in value the
demand for R. R. Ties being limited

It is therefore adjudged ordered
and decreed that the sheriff of Lee
County proceed at once to sell the
tie logs attached either at public
or private sale so that the same
will bring the highest price but
before making the sale the said
sheriff will ~~attach~~ advertise the
time terms and place of sale at
least ten days before the sale by
posting written or printed notices
at two or more public places.

He will require one third of
the price paid down and one
half of the remainder on a
credit of sixty days and the remainder
on a credit of four months and

for the deferred payments he will require
bond with good security made payable
to himself bearing interest from date and
he will hold the funds and rates subject
to the future order of this court and report
how he has executed this decree, But this
order shall not be effectual until the
complainant shall give bond in the
penalty of \$2000 ⁰⁰/₁₀₀ conditioned according
to law.

H. S. Monahan

L. D. Fulkerson

vs } Deceit

Mrs. Criswell

Entered Chy. Ct.


Page 272. Aug. 28/87

Virginia:

In Vacation of the circuit court of Lee county on
the 23rd day of July, 1890.

L.D.Fulkerson Compt.:
vs : In Chancery.
Wm. Crisle Deft. :

This cause came on this 23rd day of July, 1890 to be
the complainant's motion for a receiver to take charge of the property sold ~~the~~
heard in vacation upon the bill of complainant and return
upon the attachment of its levy upon the logs therein mentioned
of sheriff and affidavit filed in the cause and was argued
by counsel; And it appearing that process pursuant to law
2013 the logs of
has been duly executed upon the defendant and he still

failing to appear and answer the said writ on motion for
~~discharge~~ ^{prospect} made by complaint was argued by counsel & it appearing that
 a receiver in the said cause; It is adjudged ordered and
 decreed that  Morgan be and he is hereby

decreed that *W. M. Morgan* be and he is hereby appointed a receiver in the cause to take charge of and

sell the logs of the defendant mentioned and described in
bill ^{he} ~~return~~ ^{of the sheriff} ~~and~~ ^{endorsed} ~~attachment~~ ^{supposed} ~~in~~ ^{on} ~~the~~ ^{the} bill, which sale shall be either privately or public
as may ^{be} ~~seem~~ most advantageous to the owner of the logs;
but ^{** receiver} ~~if~~ ^{he} thinks it best to make public sale of said logs ^{the}
then he will advertise the time and place of sale for at
least 10 days on the front door of the court house of
said county and in two or more public places in the neigh-
borhood where the logs lie. He will require one third of
of the proceeds of sale paid down and the residue in three
and six months taking notes with good personal security
payable to himself as such receiver ~~he~~ will hold all subject
bearing interest from date and report his action to the
next term of this court. But before said Morgan proceeds
to execute this decree he will execute bond before the clk
of this court in the penalty of sixteen hundred dollars
~~to pay and keep up an executing bond with good security to pay the debt and~~
conditioned as prescribed by law. ^{W. S. Morgan}

To the clerk of the circuit court
of Lee county, Virginia.

July 23 1890

Colony of Deers
60.00 Sept 18- 78

Entered Chy
O.B. 271-
July 28th 1890

of Lee County, Virginia.
To the clerk of the circuit court
conditioned as prescribed by law.

of this court in the penalty of sixteen hundred dollars
to execute this decree he will execute bond before the clerk
next term of this court. But before said Morgan proceeds
bearing interest from date and report his action to the
and six months taking notes with good personal security
of the proceeds of sale paid down and the residue in three
borough where the logs lie. He will redquire one third of
said county and in two or more public places in the neigh-
least 10 days on the front door of the court house of
then he will advertise the time and place of sale for at
but in the thinks it best to make public sale of said logs
as may ~~be~~ most advantageous to the owner of the logs,
the bill, which sale shall be either privately or public
sell the logs of the defendant mentioned and described in
appointed a receiver in the cause to take charge of and
decreed that **Morgan** be and he is hereby
a receiver in the said cause; It is adjudged ordered and
failing to appear and answer the said writ or motion for
has been duly executed upon the defendant and he attiff
a counsel; And it appearing that process pursuant to law
of sheriff and affidavit filed in the cause and was argued
heard in vacation upon the bill of complainant and return
This cause came on this 3rd day of July, 1890 to be
Wm. Crisale Delt.: : In Chancery.
vs
J.D. Fulkerson Compt.:
the 3rd day of July, 1890.

In Vacation of the circuit court of Lee County on
Virginia:

L. R. Kesterson

Plffs.

vs

3, In chcy.

Wm. Bristol et al.

Defrs

and

Whelan & Hill

Plffs

vs

3, In chcy

The same,

Defrs

The cause came on again
This day to be heard on the papers for-
merly read. The deposition of L. H. Jack-
man filed August the 31st 1891 and ex-
ceptions thereto and was argued by
counsel. On consideration whereof
and the Court being of opinion that
said exceptions are well taken, the same
are sustained and said deposition is
~~quashed~~ suppressed, and on motion of the Plain-
tiffs leave is given them to retake
said deposition should they desire so to do
and the cause is continued,

C R Kesterson
75

Wm Crink to al
and

Whelan & Till
75

The Tower

Deane

Entered page 350-1
COT Book No 3.
Sept 3 1891.

Jas Hyatt Clerk

Entered this deane

H. S. K. M.

August 4th 89

Virginia

In vacation of the circuit
Court of Lee County on the 23rd day
of July 1890.

L. D. Fulkerson Complainant
vs
Wm. Lerise Defendant } Dubbey

This cause came on this 23rd
day of July 1890, to be heard in
vacation, on the complainants motion
for a receiver to take charge of the
property and sell the same, and upon
the bill of the Complainant and the
return of the Sheriff upon the attach-
ment of its levy upon the logs of the debt
therein mentioned and affidavit
filed in the cause and was ar-
gued by Counsel.

And it appearing that process
of attachment, pursuant to law,
has been duly executed upon
2013 tie logs of the defendant loca-
ted as in said return is mentioned
and the defendant failing to appear
and answer the said writ or motion
for a receiver in said Cause & sale
of said property made by Complainant
And it appearing that the property
will materially deteriorate in value

if long held under this process of attachment.

It is adjudged ordered and decreed that E. W. Morgan be and is hereby appointed a receiver in the cause, to take of and sell the tie logs of the defendant mentioned and described in the bill and return of the sheriff endorsed on the subpoena as attached in this cause which sale shall be either privately or public as may be most advantageous to the owner of the logs, but if the receiver thinks it best to make public sale of said tie logs, then he will advertise the time and place of sale for at least ten days on the front door of the Court house of said County and in two or more public places in the neighborhood where the logs lie. He will require one third of the proceeds of sale paid down and the residue in three and six months, taking notes with good personal security bearing interest from date, payable to himself as such receiver; and he will hold all subject to the future order of this Court, and report his action to the next term of this Court.

But before said Morgan proceeds to execute this decree, he will

execute bond before the clerk of
this Court in the penalty of
Sixteen hundred dollars, con-
ditioned as prescribed by law.

A Copy

Teste

J. A. Hyatt ©

List of the logs levied on
2013 on the lands of M. S. Ball

100	"	"	"	"	W. F. Hibson
87	"	"	"	"	Samuel Ball
210	"	"	"	"	Lucy Ann Brittain
159	"	"	"	"	John Ball
2054	"	"	"	"	D. C. Willis
363	"	"	"	"	J. A. Taylor

The above on the right of
way of the L & N. R. Road
In the woods

500	on the Lands of	Fred Mencia		
1000	"	"	"	James Willis
200	"	"	"	Joseph Thomas
400	"	"	"	Samuel Rolland
400	"	"	"	William Dixon
9000	"	"	"	Chad Brittain

200 on the lands of John Webb
 100 " " " " Wm. Boles
 100 " " " " Barna Campbell
 200 Loss paid
 Teste J. A. Syatt

L. D. Fulsom
 Copy of record
 100
 Williams raised

John R. N. Morgan
 Receiver

Virginia

At a Circuit Court Continued
and held for Lee County at the
Court House thereof April 2^d 1891.

Whalen & Still

Deffs

^{vs}
Wm Lerisel
and
C. R. Kestersow

Deft
Plff

In Chancery

^{vs}
Wm Lerisel

Deft

These Causes Came on again
to be heard together upon the
papers formerly read:

And it appearing that
the Sheriff of this County, has
been heretofore ordered to make
sale of the property levied on in
these causes and certain other
attachments at law viz, Edds
& Bales & Co vs Wm. Lerisel, C. Brittain
& others against the same, and which
later attachments are suggested
as being prior in point of levy,
and it appearing that the
Sheriff has not made any report
in reference to said sales or the
amounts thereof: - It is adjudged
ordered and decreed that the
said Sheriff make a report

of sales made by him, to whom
and whether or not he has paid
out the same and if so to whom.

And Le. N. Morgan the receiver
heretofore appointed, will make
and file a report showing the
amount of sales by him, the
amount of disbursements made
by him and to whom, and when
made, and file the same in due
time before next term of this
Court.

A Copy
Teste J. A. G. Hyatt B^o

2 Copies

Wheeler & Hill

Copy of
vs Decree

Mr. L. N. Morgan

Executed by deliv-
ering an office

Copy of this decree
to H. B. Munsey

L. L. Leo. June 18th 1891.

M. T. Sprunk Deputy

for A. B. Munsey B^o.

Fee for Copies \$1.68

Re R. Fresterson
vs ^{Wm} Depo
Mun Crisco

Read from J. P. Plafon
whom taken and
filed March 17 1891.
J. A. G. Hyatt

See for Depo. 75-P

The deposition of L S Walker and G F Jackson
taken at the dwelling house of J S Taylor in Lee
County Virginia on the 28th day of March 1891
and which are intended to be read as evidence
on behalf of said Hester in a certain
suit at law now pending in the Circuit Court
of Lee County Virginia wherein the said Hester
is plaintiff and Wm Crisel is defendant
L S Walker and Jackson as witnesses of law
full age after being duly sworn depose and
say

Question 1st Wm Walker please state your knowledge
as to whether the Louisville and Nashville
Railroad Company made use of Crops
& Crops are to receive a debt due Hester
Hester

Answer I don't know.

L. S. Walker

The Louisville & Nashville RR Co used Crops
which had been levied upon by A B Munsey Sheriff
for benefit of Wm Crisel's creditors, but not until
the Sheriff or Receiver had received the money
for same. Do not know whether Wheeler & Hill
had a suit against Wm Crisel but heard they
had.

G. F. Jackson

Virginia Lee County to wit

I Lee S Fullerton a Justice of the Peace
in and for Lee County Virginia do
Certify that the foregoing affidavits
of L S Walker and J H ^{man} ~~Walker~~ were duly
sworn to and subscribed before me at
the times and places mentioned in the
Captioned Return under my hand
this the 14th day of March, 1891

Lee S Fullerton J. P.
1891

Wheeler & Hill

vs.

Wm Crisel,

+

C. R. Fulkerson

vs

Wm Crisel.

The depositions of C. A. Morgan, H. C. T. Richmond, W. H. Boles and others taken by me, D. C. Sewell Special Commr. in the above consolidated causes, to be read in determination of the matters now pending before me as said Commr., in pursuance of a decree entered in said cause on the 16th day of March, 1893,

C. A. Morgan, a witness of lawful age, being first duly sworn, deposes and says:

I was appointed a receiver in the two cases of H. C. T. Richmond vs. Wm Crisel and L. D. Fulkerson vs. Wm Crisel, and as such Receiver the report made and filed by me on the 20th day of May 1892, and which I now file herewith as part

herof, is a true and exact account of my acts as said receiver.

I file herewith, as part of my deposition, a copy of the decree appointing me receiver, and which will show a list of the tie-logs that went into my hands as said receiver. The first part of said list includes the logs that were on the right of way of the L. & N. R. R., and I think had been inspected by said R. R. Company, and for which I received the ^{sum of} \$1278.94, as set forth in my report. I did not count said ties as reported in said list, but I suppose the numbers are approximately correct.

As to the balance of the ties on said list, not on the right of way, my vouchers will show the number handled by me off of each man's land, for it will be seen ~~from~~ my vouchers that I had to pay to the land owners 5-cts on the tie before

I was allowed to remove said
ties, and this action of mine
was consented to by the creditors
before I would act as receiver.

There are yet a portion of
the ties on the Brittain land
not sold, and these ties
are so far from the rail-
road that it will cost more
to deliver them than they
will bring when delivered.
And further this deponent
saith not.

C. N. Morgan

H. R. Boles, another witness of
lawful age, being first duly
sworn, deposes and says:-

I worked at the same list
of ties as did Nath Morgan
the following month after he gave
up the work, I cannot state
how many ties I delivered &
sold, nor can I state the
amount I received for same,
but after paying all expenses
&c. there was in my hands
\$81.70, and this sum I turned over
to H. C. T. Richmond, said \$81.70

was the net proceeds arising
from the sale of the ties on
the lands of Chad. Brittain and
James S. Willis.

And further this deponent saith
not.

W R Boles

H. C. T. Richmond, another witness
of lawful age, being ~~duly~~
sworn, deposes and says:—

I file my ~~own~~ statement
of the collected for ties &
how ~~the~~ paid out ^{marked statement}

showing net sum of \$367²⁶
which I paid to A. B. Muncy
sheriff. I also paid to
Sci's Muncy \$81⁷⁰ which
W. R. Boles turn over to me
for Muncy. The ties for
which this money was
paid me came off of
Brittain land principally.

H. C. T. Richmond

A. B. Muncy, another witness
of lawful age, deposes and
says, after being first duly
sworn:—

I was Sheriff & as such made the levies in the several Crisell cases. After C.N. Morgan had stopped selling & disposing as receiver I sold & disposed of a part of the tie logs - mostly those out of the way & at a great distance from the Railroad. I got H.C.T. Richmond W.K. Bolos to look after the work of getting them out & attend to the business generally. They turned ~~over to me~~ ~~of~~

For the logs I disposed of H.C.T. Richmond received for me \$1445⁰⁵, out of this sum he paid out for expense of delivering the ties to the Railroad \$936⁰⁹, leaving \$508⁹⁶ as the net proceeds of the ties I disposed of. I have ^{or rather they got destroyed} lost my receipts for the disbursements of said sum & can only state it as I remember it. I think I paid it as follows - (over)

J.P. Campbell \$30⁰⁰

Bales & Eddo 30⁰⁰ which

~~J.A. & Hyatt \$18⁰⁰ each~~

two payments were paid by
H.C. & Richmond for me -

Afterwards I paid as follows
as I now remember -

Chad Brittain 30⁰⁰

H.C. & Richmond for Chad

Brittain's burial expenses 30⁰⁰

J.P. Campbell & Bales

& Eddo 157²⁰

in the proportion they agreed
upon. I don't remember the
amount to each.

Bales & Eddo \$65⁰⁰ after

I had made my ~~report~~
report - & to J.A. & Hyatt clerk 18⁰⁰

I retained \$72²⁰ as my
commission as reported in my
said former report. I am also
entitled to my cost for levying
the several attachments. It
seems to me that I have paid
out more, but I cannot remem-
ber just what it is & as my
receipts have been destroyed

by mice getting into my trunk
of eating them I cannot furnish them.
The attachments of Bales & Edds,
J. A. Campbell & Chad Brittain
were levied by me at the
same time by agreement by
them that I should so endorse
them, And these three were
levied prior to the other
attachments levied on the
27th June 1890.

There was a considerable
number of ties left in
the woods which would
not pay for when delivered
the expense of delivering
them. I could not agree
get any one to agree to
deliver them for less than
30 cents per tie & that was
all I was offered for
first class ties on the
road. So if I had had
them hauled I would have
lost the 30 cents per tie for
all cuts & ^{15 cents. for} 2nd Class ties.

A B Munsey

Virginia See to work:

The foregoing depositions of
C. N. Morgan, H. C. & Richmond
W. R. Bolles & A. B.

Virginia Lee County, Louisa:

I, D. C. Sewell special Commissioner
in the above styled causes, do hereby
certify that the foregoing
depositions of C. N. Morgan, H. C.
& Richmond, W. R. Bolles & A. B.

Murray were duly taken
under oath after notice
for the purpose specified in
the caption & subscribed before
me. Given under my hand
this 19th day of Feb 1894

D. C. Sewell
Spec Commr -

C. N. Morgan
H. C. & Richmond

W. R. Bolles

A. B.

State of Virginia,
Lee County, To wit,

The deposition of G. F. Jackman, taken at Walnut Hill, County of Lee, State of Virginia, before L. D. Fulkerem, Notary Public in and for said County & State - on the 3rd day of June 1891, to be read as evidence in behalf of Plaintiff in an action now pending in Lee County Circuit Court wherein C. R. Keeterson, Wheeler & Hill are plaintiffs against William Crieel and L. & N. Rail Road Company are defendants -

The deponent after being duly sworn deposes and says -

Question 1st State your age, residence and occupation.

Answer. Am 35 years old - reside in Louisville Ky. am a Civil Engineer

Question 2nd. In whose employ were you in the year 1890, and how long during that year, and during what months and in what capacity did you work for said Co. in whose employment you were engaged. in said year?

Answer. I was in the employ of the L & N R.R. Co. during the year 1890, from Jan¹ to Dec 31st as Masonry Inspector until March 15th 1890 after which date I was Resident Engineer in charge of the Second Academy Camp Valley Branch until close of year -

Question 3rd. As Resident Engineer - was it your duty to inspect, receive & accept & brand ties (cross ties) for the said L. & N. Rail Road Co? - 2nd Did Wm. Crieel have

- a contract for the delivery of cross ties - to the L. & N. Rail Road Co. in this county at any point in the limit of your work as Resident Engineer?
- 3rd If so how many cross ties were inspected, branded & received & accepted by you as agent for said Company from Wm. Crisell from the 30th day of May 1890 to the 1st of July 1890, ^{4th} when was the money for ties delivered during the month of June 1890 - due said Crisell from L. & N. Rail Road Co.?
- 5th How much according to your books as Resident Engineer for the Company was due said Crisell from the L. & N. Rail Road Co. for ties delivered by said Crisell to said L. & N. R. R. Co., during the month of June 1890?

Answer. 1st Yes Sir. -

2nd I understood that Wm. Crisell had a contract for cross ties and had turned in statements of ties in his favor to W. H. Atwood Dist Engr., for the same.

3rd I inspected from June 16th 1890 to June 21st 1890. 1677 1st Class - 175 2nd Class - 54 Culls. During the months of May, June July and August 1890 I would only take up ties when I had leisure but managed at end of month to have all ties inspected to date.

4th Not having seen the Crisell Contract, can not tell when the money should be due

5th I never made out a voucher in
said Crisels favor and can not tell
the amount due him - but from my
books, I had inspected its number
as given above. Mr Atwood Dir Engrs
made out all monetary statements
regards Tie Contracts, as there was
several statements to come in from other
Engineers

Question 4th I then I understand you to say that from the
16th to the 21st. of June 1890, you, as resident
engineer for the L. & N. Rail Road Company, in Lee
County, Va. inspected, received and accepted for said
L. & N. Rail Road Company 1677 first class cross ties,
175 second class cross ties & 54 culls, as being
delivered to said Company from William
Crisell?

Answer Yes Sir.

G. H. Jackson

Subscribed to before me this 3rd day
of June 1891

L. D. Kuster
Notary Public

C. R. Keeters vs. Jeff.

vs.

Wm. Connelly

L. & N. R. R Co vs

Deposition of G. F. Jackson

Filed Aug. 31st 1891

J. A. S. Hyatt Co.

This deposition
is accepted to become
the dep. of the Louisville
& Nashville Railroad
Company had no notice
of the time or place of
the taking of this deposition
based for the further
reason that said depo-
was only filed on the
1st day of this term.

W. F. Dunnamally
for L. & N. R. R Co

C. R. Kesterson

vs
Wm. Crisco

Plff

Def

In Chancery

The deposition of the Plaintiff
taken before me the undersigned
Commissioner in Chancery of the
Circuit Court for Lee County Va
on this the 3^d day of December 1890,
at the Clerk's office for said
Court, to be read as evidence
in this Cause

The said C. R. Kesterson a
witness of lawful age being duly
sworn deposes and says -

My account "A" filed
with my bill in this Cause
amounting, after giving all
just Credits to the sum of
\$334.00 is justly due me as set
forth and itemized in said
account as well as in my
bill, and still remains due and
unpaid to me by the Defendant
Wm. Crisco, who has absconded
the Country.

And further this witness saith not
C. R. Kesterson

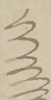
J. B. Hill an other witness of
lawful age being duly sworn
deposes and says -

I know the fact that
Mr. Lerisee before he left the
Country had dealings with the
Plaintiff in this Cause and
was running an account with
him, about the time he left.
which some time in June last.
And further this witness saith not
J. B. Hill.

Virginia Lee County to wit:

The foregoing depositions
of L. R. Peterson and J. B. Hill
was this day taken and sub-
scribed before me and sworn
to by the witnesses for the pur-
poses mentioned in the Caption.

Given under my hand this
3^d Decr - 1890.
J. A. Hyatt Comm

C. R. Kestersan
vs  Depo.

Wm. Lerisel

Filed Dec. 3^d 1890
J. A. Hyatt

L. D. Fulkerson

Plff

against-

Wm Crisel

Def

In chg.

The deposition of L. D. Fulkerson taken before the undersigned Justice of the Peace in and for Lee County Va. at dwelling house of D. C. Willis to be read as evidence in this cause, on this 3 day of September 1890.

The said L. D. Fulkerson a witness of lawful age and being first duly sworn deposes and says.

My account filed marked A filed with my bill in this cause amounting to the sum of \$750.00 is justly due me as set forth and itemized in said acct and as set forth in the bill filed in this cause, and no part of the same has been paid, and further this witness saith not.

L. D. Fulkerson

Va Lee County to wit

The foregoing deposition of L. D. Fulkerson was this day taken and subscribed to before me and sworn to by the witness for the purpose in the caption mentioned. Given under my hand this the 3rd September 1890.

H. C. Willis J. P.

L. D. Fulkerson

vs Depo

Ym Cerise

Filed Sept. 3rd 1890

J. A. Hyatt

June 26th / 1890

Ym Causal

To L. D. Mulken or

To bal on eddy to July 1st / 90 \$585.00

" Handling L's 40.00

" amt to Society for 125.00

Ym Button & others \$750.00

Wm Lysel

To pay

L.D. Melton

750⁰⁰

a

Wheeler & Hill vs. Wm Crisel & als -
C.R. Kesterson vs. same - }
In Chancery.

The deposition of B.C. Campbell and others taken before us, D.C. Sewell and A.M. Goins, Special Commr. in the above consolidated causes, pursuant to notice, at the law office of A.M. Goins, in the town of Jonesville, Va, to be read in the determination of certain matters in controversy in said causes now pending before us as Special Commissioners.

Present, B.H. Sewell, Atty. for C.R.
Kesterson, and others
" C.F. Duncan, Atty. for
The L. & N. R.R.

B.C. Campbell, a witness of lawful age, being first duly sworn, deposes and says:

Ques 1. State your age, occupation & place of residence.

Ans I am 45 years old. I am a farmer, and live at Caylon, Lee County, Va.

Ques 2 State whether or not you were ever acquainted with G.F. Joellman, and if so, state whether or not said

Jackman was the agent of the
L. & N. R. R. Co, in inspecting, receiving
and branding cross-ties for said
Company, and if so at what time
did he act as such agent.

Ans. I was acquainted with said
Jackman. He was the agent
of said Company for said purposes.
He acted as said agent in the
year 1890.

Ques 3, State whether or not said Jackman
as such agent, inspected, received
and branded for said Company
any cross-ties during the
month of June 1890, and
if so, what time during the
month of June 1890, and how
many cross-ties, did he so
inspect, receive and brand,
during said time.

Ans. In the month of June 1890, said
Jackman did inspect and
branded, or spotted, ^{for the L. & N. R. R. Co} and I sup-
pose he received them, about, from
1500 to 1800 ties. It was some
time from the 10 to the 20th of June
that he branded these ties.

Ques 4, At the time said cross-ties were so
inspected, received, and branded, state

whether or not said cross-ties were on the right of way of the L & N, N.R. Co. in Lee County, Virginia.

Ans. They were. — near D. C. Miller's
X Examined

1. How were these ties branded or spotted by the said Jackman?

Ans. A little red spot was placed on the end of the tie.

2. Just one spot or more than one?

Ans. A first class tie had one spot — a second class tie had two spots, and a cull had a cross mark.

3. Did Jackman do anything to these ties except to inspect and grade them into 1st 2nds & culls, if so what?

Ans. Not that I know of. He left them on the right of way where he found them.

4. Do you know, if under his employment, he had any other authority, in reference to ties than to inspect and grade them?

Ans. I think he had — The reason that I think so, is because he had bought ties from me, and had paid me for them monthly as I had delivered them on the right of way.

5 Had he ever made any contract with you in reference to ties before Crisel failed in his contract, if so when give the date of your contract with him.

Ans. I do not remember, but I think it was after Crisel failed.

6 Who had delivered the ties on the right of Way inspected and branded by Jackman from the 10th to the 20th of June 1890 as stated by you above.

Ans. I did, and had it done.
They were delivered ^{by the guidance of} for Crisel.

7 Were these ties delivered before or after the 1st of June 1890.

Ans. Some time after the 1st of June.

8 Were the ties thus inspected and branded by Jackman as stated by you above, among the ties levied on by the Sheriff in the various attachments issued out against Crisel.

Ans. They were.

And further this deponent swears
not. B. C. Campbell.

Witness claims
two days \$100.00
\$5.00
100

C. R. Kesterson, another witness of lawful age, being first duly sworn deposes and says:—

Ques. 1. State your age, occupation

and place of residence.

Ans. I am 42. I live at Cumberland Gap, Tenn., and am a farmer.

Ques 2. Were you acquainted with S. F. Jackman, and if so, state whether or not said Jackman was the agent of the D. & N. R.R. Co., in inspecting, receiving and branding Crosso-ties for said Company,

Ans. I was acquainted with said Jackman, and he said that he was agent for said Company for said purpose.

Ques 3. State whether or not you ever heard said Jackman make any statements as such agent in regard to receiving, inspecting, accepting, and branding Crosso-ties for said Company, and if so, state when he made such statements and what these statements were,

Ans. I have heard him make statements in regard to the foregoing matters. I heard him make said statements the 3rd day of June, 1891. He states at that time that from the 16th of June 1890 to June the 21, 1890, he inspected, received, accepted & branded

for said Company 1677 first class ties, 175 second class ties, and 54 cull, and these ties he said had been delivered to said Company from said Wm. Brisch, and said ties were delivered in Lee County, Va.

The foregoing questions and answers are each objected to because hearsay.

Now answer for Louisa

1. When did you hear B. F. Jackson say he was Agent for the L & N. R. R. Co. and please state as nearly as you can the words he used?

Ans. At the time that Jackson gave his deposition on the 3rd day of June, 1896. He first ^{stated} ~~said~~ that he was first inspector of Masonry, and afterwards he became the inspector.

2. - Is that all he said?

Ans. He talked a good deal, but I do not remember any thing else that he said.

3. Did you ever hear him make any statements in reference to said ties except when he was giving his deposition?

Ans. Yes, sir: he talked with me a time or two about it before he gave his deposition. I went ^{to} see him about it before he gave his deposition, to see what he would state ~~about it~~, and he stated to me about what his deposition states.

- 4 On the 3rd day of June 1891. The day said Jackson gave his deposition in whose employ was the said Jackson.

Ans. I cannot tell you, he did not say as I remember.

- 5 The Railroad had then been completed and the cars were running between Norton and Cambridgeport were they not?

Ans. I believe they were running.

- 6 Do you know what became of the ties inspected by Jackson, between June 16 & 21st 1890, I mean do you know whether they were saved on by the sheriff in the attachment cases or not?

Ans. I do not.

And further this deponent saith not.
C.R. Kesterson

C. R. Kesterson
Wheeler & Hill
vs.
Wm Crisle

} In Chy.

The depositions of

taken before us, D. C. Sewell and
A. M. Goins, Special Commission-
ers in the above consolidated
causes, pursuant to notice,
in the office of A. M. Goins,
in the town of Jonesville, Lee
County, Virginia, to be consid-
ered by us in the determina-
tion of the question referred
to us as said Causes in said
consolidated causes.

Present: W. T. Eads, A. F. Bales,
C. R. Kesterson, and
Brenton Hill.

W. T. Eads, a witness of lawful age
being first duly sworn, deposes
and says:

I was a member of the firm
of Bales & Eads, and said firm
sued out an attachment against
Wm Crisle. Our firm has re-
ceived the following sums in
payments on said attachment

proceedings: I have received
\$657 in person, and my part-
ner A. F. Bales ~~has~~ informed me
that he has received \$30, out
of said proceedings. This is
all the money that we have
received. I have received
no part of the \$157.20, as sta-
ted by Mr A. B. Munsey in his
his deposition, neither has
any one of the firm of Bales
& Eads, to my knowledge, re-
ceived any part of said sum.
I gave to Chadwell Britton two
orders; one for \$20, the other for
\$10, on A. B. Munsey, but this
was the part of ^{expense of} the firm of
Bales & Eads toward getting
out the ties.

And further this witness saith not.

W. F. Eddy

A. F. Bales another witness of lawful
age be sworn says:-

I have received \$30⁰⁰ as a mem-
ber of the firm of Bales & Eads on
our attachment proceedings against
Mr Crisler from A. B. Munsey.
This is all we have received

except \$65⁰⁰ received from
Munsey by W. F. Edds my partner.
Bales & Edds & J. C. Campbell
had an attachment levied on
383 first class ties & 11 second
class ^{at} the saw mill on the
lands of said J. C. Campbell.
These ties were hauled to the
railroad by said Campbell &
Grant Estep. I saw the ties. They
were inspected & taken up
by the Louisville & Nashville R.R. Co.

It was my understanding that
the above amount of \$30⁰⁰ was
paid to my firm on these
ties, that is, the ties levied on
by us & Campbell. These 383 ties
& 11 ties were near the railroad & the
expense for delivering the same
was 7 cents per tie.
It is my understanding that said first class ties sold for 35 cts per tie
And further this witness saith
no more. A. F. Bales

J. B. Hill another witness of lawful
age being duly sworn deposes & says
I know the fact that there
200 ties levied on on the lands
of J. N. Estep and 250 ties on the land
of Benwell Estep mentioned in
the levies of the attachments of

C.R. Kesterson & Wheeler Hill
were delivered on the Right-of-
way of the L & N Railroad & taken
charge of by W.R. Boles acting ^{for} the
receiver & these same ties were
sold by the receiver. Out of the
proceeds of said ties I received
on the debt of Wheeler Hill
\$24¹⁵ ^{from said Boles} and this is all I have
ever received under my attachment.
I saw a great many of the ties
levied on by ~~all~~ ^{several} the parties &
think there were a good average
lot, most of them being first class.
My understanding was that the receiver
got 40 cts for ^{25 cts for second class} first class ties.
The cost of delivering these ties on
the right of way would be about
20 cts per tie. W.R. Boles hauled
these ties to the Railroad
and further this witness saith
not —

J.B. Hill

C.R. Kesterson another witness of
lawful age being duly sworn deposes & says:
There was 299 ties levied on by the ^{attachment}
of myself & Wheeler Hill on the land
Lucy A. Brittain. These ties I hauled

& delivered to the receiver C. N. Morgan,
on the right-of-way of the L & N
Railroad and sold by him.
& The cost of delivering these
ties on the right of way was
25-cs per tie. I have not received
anything from the proceeds of
the sale of the ties & nothing on
my attachment proceedings as
yet. I don't think there would
be exceeding 5 ^{second class ties} out of ~~the~~ every
hundred of these ties. The 1st class
~~ties~~ sold for 40¢, & Second class,
I understand, sold for 25-cs per
tie.

C R Kesterson

H. C. L. Richmond

Jeff

against-

M Crisel

Sept

In Chancery.

The deposition of the Plaintiff taken
before the undersigned Commissioner
in Chancery of the Circuit Court of
Lee County Va, on this 2nd day of Sept-
ember 1890, to be read as evidence
in this Cause,

The said H. C. T. Richmond a witness
of lawful age and being duly
sworn deposes & Says.

My account "A" filed with my bill in this cause, amounting to the sum of \$793.55 is justly due me as set forth and ~~and~~ itemized in said acct, and as set forth in the bill filed in this cause, and no part of the same has ever been paid.

And further this witness saith not.
H. D. Richmond

Virginia, Lee County, to nat.

This foregoing deposition of A. C. I Richmond was this day taken & subscribed before me and sworn to by the witness, for the purpose in the caption mentioned. Given me

H. B. T. Richmond

vs { Depo'

Wm Crisel.

Filed Sept 27 1890

J. A. Wyatt
C

Court's fee 75-cts.

Her my hand this 2nd day of September
- 1890.

James W. Orr, Clerk
in Chancery.

Depositions -

C. R. Kesterson, } Complt.
vs } In Chy
Wm. Crisel } Deft
and

Wheeler & Hill } Complt
vs } In Chy.
Wm. Crisel } Deft.

The depositions of C. N. Morgan & others taken before us, D. C. Sewell and A. M. Goins, Special Commrs. in the above styled causes, pursuant to notice hereto affixed, at the law office of A. M. Goins, in the town of Jonesville, on the 9th day of April, 1896, and subsequent days thereafter by adjournment, to be considered as evidence in the determination of the inquiries referred to us as Special Commrs. by decree entered in these causes on the 9th day of March 1896.

Apr 9th 1896.

Present B. H. Sewell, Atty.
for C. R. Kesterson and Wheeler &
Hill.

C. N. Morgan, a witness of

lawful age, being first duly sworn, deposes and says:-

Of the 300 ties levied on by the Sheriff in the attachments of C.R. Kesterson and Wheeler & Hill on the lands of Lucy Ann Brittain, in the woods, the 200 ties on the lands of J.N. Estep in the woods, and the 250 ties on the lands of Burwell Estep, ^{in the woods} and the 200 loose logs on the lands of Sam Chadwell at the saw mill ^{set}, I, as receiver, received and took charge of only the Lucy Ann Brittain ties. I had nothing to do with the others. For placing the Lucy Ann Brittain ties on the Right of way of the L. & N. I paid out 5^{cts} stumpage + 20 cts for the delivery, of each tie. I received for said ties after delivered on the right of way 40 cts per tie for 1st class ties and 25 cts for second class ties. I cannot say positively what proportion of this lot of ties were 2nd class.

but I think at least 5 per cent.

As to the other ties I never had any thing to do with them - I know nothing about them.

W. R. Bales was not acting under me, I gave him no authority - to do any thing -

X Examination

By Atty. Sewell (B. H.)

Ques 1. How many cross-ties levied on by the attachments of Wheeler & Hill and C. R. Hesterson, and the other attachments under which you proceeded, as such receiver, did you leave in the woods and undisposed in any way?

Ans. As to the attachments of Wheeler & Hill and Hesterson, I know nothing about what ties they had levied on. I was only receiver in the attachments of Richmond & Fulkerson, and in these attachments, I do not now ^{remember} the number of ties that were on the lands of the different land owners.

but there were some ties left in the woods that I did not do any thing with - especially on the lands of Chad. Brittain, and probably on other lands.

2. Ques. Please state - as near as you can how many ties were thus left by you in the woods undisposed of by you?

Ans 2. I have no opinion - I did not count the ties.

3 Ques. Are these ties still in the woods; if so, state what proportion?

Ans 3. These ties are not all still in the woods. There are some of them still there, I cannot say what proportion.

4 Ques. How far are these ties from the place of delivery on the L. & N. Railroad?

Ans 4. I do not know of any ties being left, except on the ^{Chad} Brittain land, and they are from two to three miles away.

There may have been some other ties left at other places, I do not know, I did not go to see.

5 Ques. Were not some of the ties left by you in the woods afterward put on the right of way?

Ans 5. There were some of them ^{put on said right of way} left.

6 Ques. Of these ties thus left by you, could you not have afterward put them on the right of way at a cost so as to realize some money for the creditors?

Ans. 6. I did not think I could.

7 Ques. Did not teamsters afterwards haul some of these same ties for less than you had paid?

Ans 7. Not that I know of. I do not know what they got.

By the Court.

Why was it that you did not market the 200 loose logs piled at the saw mill set on Sam Chudwell's land?

Ans. The reason I did not do so was because I did not think they could be marketed with any advantage to the creditors - I suppose this is the reason

Ques. What was the fair cash value of these 200 logs as they lay there piled up?

Ans. I do not know whether were
worth any thing or not.
And further this deponent
saith not.

C. R. Morgan

C. R. Kesterson another with
men of lawful age being duly
sworn deposes as follows:

I hauled the J. N. Estep
ties & Lucy A. Brittain ties
& delivered them to C. R.

Morgan receiver & he paid
me for the hauling of the
same, but paid nothing on
the ties, under attachment

There were 200 of J. N. Estep
ties & 299 of the ^{Lucy A.} Brittain ties.

I hauled these ties all together
& did not keep them separate,
but when I got to Railroad
I just threw them off together
but I know I hauled the above
amounts of each & delivered
them to C. R. Morgan & that
he paid me for the hauling.

There ought to have been
realized net out of the

loose logs on Samuel Chadwell
land \$40. I get at it in
this way: The ~~two~~ 200 logs would
have made 400 ties, & were worth
delivered 40 cts per tie, The cost
would be about as follows:
Stumpage 5-cts making 10 cts,
& hauling 15-cts per tie, making
a total of 20 cts cost per tie.
And further this witness swears
not, C. R. Kesterson

A. B. Munsey, a witness of law-
ful age, being duly sworn, de-
poses and says:-

As to the 200 logs at Saw-
mill sit on the Sam Chadwell
land he offered to sell them
to divers parties and could
not sell them at any price.
That there was no saw mill
in reach of these logs that
he could have them manufac-
tured into ties without being
to a greater expense than
he would receive profit
after the ties were delivered
on the right-of-way. He
also states that he offered

to, or did, deliver said
200 logs to E. R. Kershson
and J. B. Hill for the purpose
of making any sum out
of ^{them} that they could get. My
recollection now is that
Mr. Hill said, he saw an
opportunity that he could
make any thing out of
the logs that he would
do so.

Both Mr. Hill and Mr. Ker-
lerson stated to the witness
that the logs were worthless,
that they could not get
any thing out of them.

~~And further the witness~~
~~said not.~~

~~A. B. Mursey~~

As before stated I cannot say
as my receipts have been destroyed
4 July how I made disbursements, but
besides what I have heretofore said,
I always made disbursements
of the proceeds of the sale of ties
in the proper proportion as I
calculated it or as the parties
agreed on at the time & I
think Brittain, Bales & Eddo &
Cambell ^{each} got their due pro-
portion of what I disbursed.
And further this witness said not.

A. B. Mursey Clerk

Wheeler & Hill

res ³/₃ Depo

Mr. Crises

Recd from J. P. Pledge

whom taken and

filed March 17 1891.

J. A. Stuyt ©

Free for Depo. 75c

The deposition of L S Walker and J F Jackson taken at the dwelling house of J. A. Taylor in Lee County Virginia on the 14th day of March 1881 and which are intended to be read as evidence on behalf of said Wheeler and Hill in a certain suit at Law now pending in the Circuit Court of Lee County Virginia wherein the said ~~plaintiffs~~ ~~Wheeler and Hill~~ plaintiffs and Wm Crisels are defendants

L S Walker and J F Jackson as witnesses of lawful age after being duly sworn depose and say

Question, st Now Walker please state your knowledge of as to whether the Louisville and Nashville railroad Company ~~Company~~ made use of Crofts's Cryers or to secure a debt due Wheeler and Hill,

Answer, I do not know

L. S. Walker

The Louisville and Nashville R.R. Co. used Crofts's which had been leased upon by W B Munsey Sheriff - for benefit of Wm Crisels' Creditors, but not until the Sheriff or Receiver had received the money for same. Do not know whether Wheeler & Hill had a suit against Wm Crisel ~~but~~ they had

J. F. Jackson

Virginia Lee County to wit

I Lee S Fullersall a Justice of the peace
in and for ^{Lee} ~~the~~ County of Virginia do
Certify that the foregoing deposition of L. S.
Walker and J. H. Jackson ^{men} were duly taken
sworn to and subscribed ^{to} before me at
the times and places mentioned in the
Caption given under my hand this
the 14th 1891 Lee S Fullersall, J. P.

Costs,

J. P. 75. Each \$1.50

Lee S Fullersall J. P.

Wheeler and Hill

Defts

vs
Mr. Crisell

Deft

} In Chancery

The depositions of J. B. Hill
+ others taken in the above styled
Cause at the Clerk's office of the circuit
Court for Lee County Va on the 3rd
day of December 1890, which are
intended to be read as evidence
on behalf of the Plaintiffs in this
Cause -

Said J. B. Hill a witness of
lawful age being duly sworn
deposes and says -

The account filed in this
Cause amounting to \$296.15 is
justly due and unpaid to the Defts
from the Defendant Mr. Crisell -

The itemized account and the
orders therewith filed are correctly
set forth, and amount in the aggregate
after giving all just credits to the
said Sum of \$296.15,

Said Crisell left the country
some time in last June and still
remains absent.

And further this witness saith not

J. B. Hill.

C. R. Kesterson an other witness
of lawful age being duly sworn
deposes and says.

I know the fact that Mr.
Lerisee on his foremen in their
business traded with and was
giving orders to the Peffs in
this Cause Wheelert Hill -

And that the Defendant
Mr Lerisee left his contracts
and engagements unsettled some
time in June last, and that
he still remains absent from
this Country.

And further this witness saith not.
C. R. Kesterson

The foregoing deposition was
taken before me, sworn to
and subscribed by the witnesses
at the time and place mentioned
in the caption. Given under my
hand this Dec. 3 1890,

J. H. Hyatt Caduc.

Wheelent Hill

vs ³/₄ Depo.

Mr. Criss

Filed Dec. 3rd 1890.

J. H. Hyatt

The deposition of C. H. Morgan, a witness
introduced by The Louisville and Nashville
Railroad Co. Taken before commissioners A M
Gouss & D. B. Sewell. to be read as evidence by
said commissioners in taking an account
in the chancery cause of Wheeler & Hill, &
C. R. Kesterson, against H^{on} Grisel et al.

C. H. Morgan, a witness of lawful age being
first duly sworn deposes and says:

1. As Receiver in the cause of L. D. Fulkerson
and other attacking creditors against William
Lorick. State whether or not you took charge
of and sold all the ties lying on, on the right
of way, by the sheriff in said attachments,

ans. yes sir.

2. To whom did you sell them. state the price
per tie, and whether you received the money
for the ties so sold by you.

ans. I sold them to the Louisville & Nashville
R. R. Company, I think I sold them for
40 cents per tie for first class & 25 cents
for second class ties. I received the
money for the ties sold by me.

Quest 1. by counsel -

Did you keep the funds separate
arising from particular lots of ties
log & c. sold by you.

ans. No sir.

And further this witness saith not.

C. H. Morgan,

W. A. claims
1 day & 50
miles. $\frac{4}{200}$
 $\frac{50}{250}$

J. P. Willis, a witness of lawful age being first duly sworn deposes & says:

Quest 1. State your age, residence & occupation.

Ans. I am 62 years old, live in Lee County & am a farmer.

Quest 2. Were you acquainted with one G. F. Jackman?

Ans. I am.

Quest 3. State whether or not the said G. F. Jackman, was the agent of the Louisville & Nashville Railroad Company in inspecting, receiving, accepting & branding cross-ties in Lee Co, Va. for said Company.

The foregoing question is objected to because leading.

Answer for L & N. R. R. Co.

Ans. He went around inspecting, branding & staking up cross ties for said Company.

Quest 4. State whether or not said Jackman as such agent inspector, branded & took up cross ties for said Company in Lee & Va. during the month of June 1890.

Ans. Yes, sir, I think he did. He was working for the said Company under O'Brien, engineer for said Company.

Quest 5. How many ties did he take up during the month of June 1890.

Ans. I saw him taking up some, he told me that he ~~had~~ took up between 16 & 17 hundred ties. I don't know myself how many.

So much of the foregoing answer as details
statements made by the said G. H. Jackson
is objected because hearsay.

Duncan for L & N RR Co.

Quest 6. What time during said month
did you see him as taking up ties?

Ans. I can't tell.

Quest 7. State whether ^{or not} you ever heard said
Jackson make any statements
in regard to inspecting, receiving
or branding cross ties for said Company
if so, state what he said.

Objected to because the seek to get
the statements made by Jackson. This
is hearsay.

Duncan for L & N RR Co.

Ans. He told me that between 16 & 17 ^{hundred} railroad
ties had been taken up & turned over
to the railroad Company ^{in June 1896} & that Crisler
had not gotten pay for them. He
told me that I could go & take out
an attachment & make my money.
And also that he himself had
taken up the ties for said Company.
This was a few days before I took out my
attachment.

The foregoing answer objected to be
cause hearsay.

Duncan for L & N RR Co.

Quest. 8th. Do you debt still due owing
to you from said Crisler & has the railroad
Company paid you anything on it.

My debt is still unpaid. The railroad
has paid me nothing thereon.

X Examined

1 When were the ties located that you saw Mr
Jackson inspecting during the month of
June 1890?

Ans. Where I saw him was where the
railroad runs through my premises.
And further this witness saith not.

D. C. Willis

With claims

1 day & 32 miles

128
80
1.78

Virginia Lee County to wit
This day H. L. S. Richmond personally
appeared before me the undersigned
and made oath that Wm Crissel is ^{justly}
indebted to him in the sum of
\$793.55 of which sum \$638.52
was due & payable on the 20th
day of June 1890, and the residue
\$155.03 will become due & payable
on the 20th day of July 1890.
That the same is just and un-
paid - That said Wm Crissel is
a non-resident of the State of
Virginia and that he the said
Crissel has estate in the said County
of Lee & State of Virginia: viz a
lot of tie-logs, for rail road
purposes, situated on the right
of way of the Louisville & Nashville
Rail Road Company, ^{on the land of C. Britton} that the said
Wm Crissel, intends to remove and
is removing a material portion of
his estate from the State of Virgin-
ia so that a judgement when ob-
tained should only the ordinary pro-
cess law be used would probably
be unavailing. And that said Com-
plaint is true to the best of affiant's
belief - Given under my hand this June 25th 90
J. A. Hyatt Clerk

H.C. J. Richmond

v. { Affidavit

Wm. Leslie

Filed June 25 1898

J. D. Hyatt & Co

Virginia Lee County to wit:

This day L. D. Fulkerson personally appeared before me the undersigned and made oath that Wm Crisll is indebted to him in the sum of \$750.⁰⁰, which fell due and was payable on the 20th day of June 1890 - That the same is just and unpaid - That said Wm Crisll is a non-resident of the State of Virginia, and that he the said Crisll has estate in the said County of Lee & State of Virginia viz: a lot of tie logs for rail road purposes situated on the right of way of the Louisville & Nashville Rail Road ^{on the lands of Christian & others} Company & that the said Wm Crisll intends to remove and is removing a material portion of his estate from the State of Virginia so that a judgement when obtained should only the ordinary process of law be used would probably be unavailing. And that said Complaint is true to the best of affiant's belief - Given under my hand this June 25th 1890

J. A. Syatt clerk

L. D. Fulkerson

v { Affidavit
g

Wm. Leslie

Filed June 25/890

J. A. Hyatt ©

Virginia Lee County to wit:

This day J. B. Hill, a member of the firm of Wheeler & Hill, & firm Comptroller of said M. Wheeler & said affiant, personally appeared before me the undersigned and made oath that Wm. Cressel is justly indebted to said firm of Wheeler & Hill in the sum of \$296.15; of which sum \$244.58 was due & payable June 20th 1890, and the residue \$51.57 will become due & payable July 20th 1890. ^{That} The said Wm. Cressel is a non-resident of the State of Virginia but has estate belonging to him in said County of Lee & State of Virginia - that affiant believes the said Wm. Cressel has a debt due him from the Lewisville & Ashville Rail Road Company a body corporate doing business in Lee Co Va. - That the said Wm. Cressel, said debtor, is removing, intends to remove or has removed, his effects and a material part thereof out of the State of Virginia so that there will probably not be therein effects of such debtor sufficient to satisfy the claim of the said Wheeler & Hill when judgment is obtained therefore should only the ordinary process of law be used to obtain the judgment and that the said complaint is true to the best of affiant's belief. Given under my hand this 27th day of June 1890

J. A. Hyatt

Wheeler & Heib

v. S. Affidavit

Wm. Crisell

Virginia Lee County to wit.
This day James P. Campbell
personally appeared before me the
undersigned a Justice of the Peace
in and for said County and made
oath, that Wm Criseb is justly
indebted to him in the sum of
\$400.53. which will become due
and payable on the 20th day of
July 1890. That said Criseb is a
non resident of the State of Virginia
but has estate ~~belonging~~ to him in
the County of Lee and State of Virgin-
ia. That the said Wm Criseb, said
debtor, is removing and intends to
remove, and has removed, his effects
and material part thereof out of
the State of Virginia so that there
will probably not be therein
effects of such debtor, the said Wm
Criseb sufficient to satisfy the claim
of said James P. Campbell
when judgment is obtained therefor.
Should only the ordinary process of
law be used to obtain the judgment
and that said Complaint is true to the
best of affiant's belief. Given under
my hand this 27th day of June 1890
Henry C. Foster J.P.

James O. Campbell
vs Affidavit

Wm Crisel

Virginia Lee County to wit

This day C. R. Kesterson personally appeared, before me the undersigned and made oath, that one Crisell is justly indebted to him in the sum of \$334.67. of which sum \$262.70 was due & payable June 20th 1890 - And the residue \$71.97, will become due & payable July 20th 1890.

That said Crisell is a non resident of the state of Virginia, but has estate and debts due him, the estate in Lee County Virginia, and a debt due him from Louisville & Nashville Rail Road Company a body Corporate doing business in the state of Virginia - That the said one Crisell, said debtor, is removing, intends to remove and has removed his effects and a material part thereof, out of the state of Virginia so that there will probably not be therein effects of such debtor, the said one Crisell, sufficient to ~~pay~~ satisfy the claim of C. R. Kesterson, when judgement is obtained therefor should only the ordinary process of law be used to obtain the judgement and that said Complaint is true to the best of affiant's belief. Given under my hand this 27th day of June 1890. J. A. Hyatt

C. R. Kestersen

v^s { Affidavit.

Wm Crisel et al

Filed June 7th 1890.

J. A. Hyatt

JOHN M. MORGAN,
Attorney at Law.

Jonesville, Va., _____ 189

To the Hon H. S. K. Morrison Judge of The Circuit
Court of Lee Co Va

Your Court would respectfully report that
pursuant to your Honors order in the case H. C.
of Richmond and others vs. Wm Crisil ~~the~~ who
left this County largely indebted, has gone
forward and sold ^{several} ~~the~~ which were the sub-
jects of ~~the~~ attachments, as follows
for the benefit of Richmond & other creditors

4,766 1st class this at 40th amounting to 1,906.40
and 5,59 this, 2nd Class at 25th 1,377.5-
aggregating the sum of 2,044.15-

Your commissioners would further
Report that there are yet quite a
large number of this which will be placed
at an early day upon the Right of Way -
which your Com. has ^{now} contracted and will
account for at a future term of this
Court - all of which will then more
fully appear by your Commissioners
report - Respectfully Submitted
C. M. Morgan Receiver

Report of
Recipient
C. N. Morgan

Filed Sept 1st

1890.

J. A. L. Hyatt c

respectfully submitted.
This the 2nd day of Sept. 1891

A. B. Munsey & Shiff
Lee County
Va

J. D. Campbell & Co
A. B. Munsey
as Repart.

Mrs. L. L. L. L.

Filed Sept. 14/891,

J. A. Hyatt

after looking after said
 attached effects considerably, he
 came to the conclusion, that
 he could not sell the same
 publicly to any advantage;
 so he sold said effects,
 consisting of ~~timber~~ ^{timber} and
~~privately and~~ ^{privately} ~~thus~~ ^{thus} were all in the
 woods a considerable distance
 from the railroad; Your
 undersigned has realized from
 said effects the sum of
 \$1445.05 and paid out for
 getting said ties out of the woods
 to the railroad the sum of
 \$936.09. Thus leaving in
 my hands \$508.96

Out of this balance I have
 By ~~and retained~~ ^{retained} for commission 72.25
 Paid to J. A. Campbell \$30.00 \$436.71
 " Balls & Eds \$30
 Still in my hands \$376.71 10

Amt. in my hands \$376.71 to
 date which should be paid out
 by first paying the costs
 in said survey and the resi-
 due after paying Leach Britton
 and to Campbell and to Balls & Eds \$157.20
 \$30.00 to each of said parties
 notably.

Of which is

H. C. T. Richmond

Peff

vs.

Wm. Bristol

D. ft

L. D. Fucherson

Peff

vs.

Wm. Bristol

D. ft

In Chy

In Chy

To the Hon. H. S. H. Morrison Judge of the Circuit
Court of Lee County Virginia;

The subscriber as State receiver in said two causes
begs leave to submit the following report of what he
has done while acting as such receiver, and this
report is made in response to a decree entered in
said causes on the 5th day of Sept 1890 and a rule
entered therein at a subsequent time;

This receiver states that he was diligently engaged in
the discharge of his duties as such some two or three
months, and that during that time he received the following
sums for the sale of rail road ties to wit, about August
the 13 1890 the sum of \$1278.94, Sept the 22 1890 the sum of
\$767.21, and about the last of Sept of the same year he
received the further sum of \$864.80 and these three sums
in the aggregate amount to \$2910.95

During the same period your receiver paid out for
making and hauling Rail Road ties, for rights of way over
lands to haul the same, for opening roads through and over
lands to get the same, and in paying parties for the ties
they had made, and to the Creditors of the defendant
Wm. Bristol and the costs of said two suits the sum of
\$2626.65 leaving a balance in my hands of \$284.30. But
by the decree of the 5th day of Sept 1890 I was directed
to return in my own hands the sum of \$49.88 which
would still leave in my hands the sum of \$234.42 and out
of this sum, I ought to be allowed a reasonable compensation
for my labors and trouble.

to tabular form as shown in the following table of
charges and credits:

Charges and Credits:				
3	To Cash received for sale of Ties Aug, 13 1890			1278 94
4	" " " " " " Sept 22 1890			767 21
5	" " " " " " last of Sept 1890			864 80
6	Total same received - - - - -			\$2910 95
17				
28	By this sum paid John L. Rowland for board of hands	1	9	35
39	By " " Paid Michael Rowland, Same	3	10	
410	" " " " M E Thomas for 180 Ties	9	00	
511	" " " " Same for right of way	1	00	
612	" " " " G J. Ely for Hauling 25 Ties	5	00	
713	" " " " Wm. Southern for right of way	2	00	
814	" " " " H R Bales for 212 Ties	5	3	00
915	" " " " Same " 302 "	6	0	40
1016	" " " " Same " Hauling 642 Ties	3	2	10
1117	" " " " Same Guard. for 3 Ties.	75		
1218	" " " " G J Ely for Hauling 100 Ties	2	0	00
1319	" " " " Same " " 8 "	1	60	
1420	" " " " Jim Edds " 35 "	7	00	
1521	" " " " Richd Bales for " 30 "	6	00	
1622	" " " " H B. Hobbs " " 30 "	6	00	
1723	" " " " Same " work on road	1	00	
1824	" " " " Same " Hauling 25 Ties	5	00	
1925	" " " " Same " Stacking Ties	4	60	
2026	" " " " Same " Hauling 96 Ties	1	9	20
2127	" " " " Same " " 100 "	2	0	00
2228	" " " " Richd. Bales " " 52 "	1	0	40
2329	" " " " Same " " 52 "	1	0	40
2430	" " " " Same " working road.	1	00	
2531	" " " " Same " Stacking Ties	50		
2632	" " " " J P. Rhymer for Stacking "	2	00	
2733	" " " " Same " " 462 Ties	1	4	17
	Carried Forward - - - - -	31	0	57
				2910 95

Carried Forward - - - - - 661.20 | 2910.95

Amount Debt & credits brought Forward		661.20	2910.95
62	To Paid W. L. Geary for Hauling 118 Ties	23.60	
63	" " Same " work on road	1.00	
64	" " Lucy Brittain for 299 Ties	14.95	
65	" " Dan Green " working road	1.00	
66	" " Mat Green " " "	1.00	
67	" " Jas Edds " " "	1.00	
68	" " W. L. Geary " " "	1.00	
69	" " John Brown " " "	1.00	
70	" " H. C. John Chadwell " "	1.50	
71	" " John Brown " " "	1.00	
72	" " Wm. Brittain for Hauling 48 Ties	9.60	
73	" " Same " " 12 "	2.40	
74	" " Chas. Brittain " " 40 "	8.00	
75	" " Same " " 2000 Ties	100.00	
76	" " B. C. Campbell " " 100 "	17.00	
77	" " Same " " 173 "	34.60	
78	" " John Chadwell " " 53 "	10.60	
79	" " John Ayres " " 44 "	8.80	
80	" " Peter Chadwell " " 20 "	4.00	
81	" " D. L. Ayres " " 20 "	4.00	
82	" " J. F. Chadwell " " 55 "	11.00	
83	" " Same " working road.	1.25	
84	" " Saml E Rowland " 744 Ties	37.20	
85	" " Same " Right of Way	25.00	
86	" " H. C. T. Richmond.	500.00	
87	" " L. D. Frickerson	500.00	
88	" " H. C. T. Richmond.	306.20	
89	" " L. D. Frickerson	262.84	
90	" " John A. G. Hyatt costs.	75.91	2626.65
30	But in my hands exclusive of Commission		284.30
31	By Commission allowed by Deem of Sept 5 1890		49.88
32	But in my hands after deducting said Com.		234.42
33	By this sum still claimed by Receiver		100.12
	Nett Balance due.		134.30

From the foregoing Statement it will be seen that
that I have paid out to the creditors of the defendant.
You listed the sum of \$1569.04. that I have paid to Mr
Byatt the costs of said two suits the sum of \$75.91. and
that I have paid out for Rail Road ties, for Hauling same,
for breaking them out of the woods, to points where they
could be reached with wagons, for damages to land owners
for passing over their lands to reach the same, and to lands
for making and opening roads over which to haul them.
the sum of \$981.70. I have filed with H. J. Morgan

receipts for the foregoing credits, marked or numbered to
correspond with the foregoing entries from No. 2 to 90 inclusive.

In the discharge of the duty as receiver in said two cases
I was at least engaged for two months constantly, and
by an agreement with Mr H. E. I. Richmond ^{J. B. R. Keptown} & B. F. Perkins,
I was to receive \$75.00 per month for my services, and
at that rate I ought to be allowed a further credit of
\$100.12 and this much I most earnestly insist upon being
allowed me, and should this further sum be allowed me
there will still be left in my hands the sum of \$134.30
which I am ready and willing to pay over to whomsoever
your Honor may direct

Respectfully submitted

B. N. Morgan Receiver
May 20 1892

Since writing the foregoing report, I have found
two other receipts for money paid out by me as such
receiver amounting in the aggregate to the sum of
\$16.20 and these receipts are filed with the others marked
91 + 92. Now exclusive of any commission, my
indebted would be \$268.10. And after deducting the
\$49.88 allowed me by the Decree of Sep 5 1890, the balance
would be \$218.22. And should the court allow me
the additional compensation of \$100.12 claimed by me

H. C. J. Richmond

L. D. Fickerson

vs. { Recum Mergens Report

William Bristol

Filed May 20 1892

"M."

then I will tell her in detail the fund the sum of
\$118.10.

Respectfully submitted

E. H. Morgan-Rever

To the Hon. H. S. K. Morison, Judge of
the Circuit Court for Lee County, Va.

Your undersigned Special Commissioner, in pursuance of a decretal order of the Circuit Court for Lee County, pronounced on the 16th day of March, 1893, having given due notice to all parties concerned, proceeded on the day of
1893, and on succeeding days thereafter, to execute said order; and his proceedings having been adjourned from day to day and from time to time and being at length completed, the result is herewith respectfully submitted.

Your undersigned Special Commissioner was directed to ascertain and report:

(1), How many ties in each of the attachment causes were sold, and their value.

(2), How much money has been paid to any of the parties, when it was, and what sums, if any, have been improperly paid.

(3), The date of each attachment, and the priority of each when the levies have been made on the same property.

(4), How much, if any thing, has been collected by A. B. Munsey, late sheriff &c., and by C. N. Morgan, re-

ceiver, or by those employed by either of them.

(5), How much, if any thing, has been paid to any of the parties, their agents or attorneys, and when paid.

(6), Whether there is any property yet unsold.

Your commissioner acknowledges in the outset that he is unable to give a report wholly responsive to your honor's several enquiries, or at all satisfactory to himself, from the fact that the receivers, sheriff, and those interested, have been unable to furnish him the facts and ~~data~~ necessary upon which to base his conclusions, they having failed to keep proper records of their actions, and not producing either vouchers of their disbursements, or evidence showing when and where the proceeds arose.

In response to enquiry (6) above, your commissioner has to state that it is utterly impossible for him to say how many ties were sold in the aggregate, or by either the sheriff or receiver, as both are unable to furnish, or at least failed to furnish, the number sold by them. They have also failed to furnish how much was sold under each attachment, merely giving

the total funds arising from all sources. As to the value of the ties, it will be seen from the statement of C. N. Morgan, herewith filed marked "M," that there went into his hands the gross sum, arising from the sale of ties, of \$2910.95. Of this sum he paid out for marketing the ties the sum of \$1073.81; paid to the first lien creditors, Richmond and Fulkerson, the sums respectively of \$806.20 and \$762.84; and retained the sum of \$150, as his commissions; thus leaving in his hands for further distribution the sum of \$118.10. It will also be seen from the statement of A. B. Munsey, filed herewith marked "B," that there went into his hands the gross sum of \$1445.05. Of this sum he paid out for marketing ties the sum of \$936.09; retained in his own hands as his commissions the sum of \$72.25; and as his fee as sheriff \$150; and paid to J. A. G. Hyatt his costs in three cases amounting to \$18.11; thus leaving in his hands for further distribution the sum of \$417.10.

(2). Your commissioner files herewith, marked "I," his special statement, which shows fully all monies paid to Mrs. Crisler's attaching creditors, but the dates of said pay-

X and it was seen that Bales & Edd & J.P. Campbell have their attachments levied on tie logs on the lands of said Campbell & the mice set not given on by any other creditors

ments have not been furnished him. Your commissioner also files herewith, marked "4," his special statement, which shows the pro rata distribution of the funds in the hands of Morgan and Muncy among the second lien creditors, and from said statement, and according to the bases of its calculation, it will be seen that Bales & Edds have been overpaid the sum of \$14.32.

It will be seen from the levies on the several attachments, that C.R. Kesterson and Wheeler & Hill had their attachments levied on 200 ties on the lands of J.W. Estep and 250 ties on the lands of Berwell Estep, which were not levied on by any of the other attaching creditors; but the sheriff and receiver failing to keep the proceeds of these ties, if they sold the same at all, from the proceeds arising from the sale of the other ties attached on by all the attaching creditors, your commr. is unable to say whether any fund on that account has been misplaced or not. If said ties were sold, the proceeds therefrom should have been applied to the attachments of the said Kesterson and Wheeler & Hill.

(3) Statement "1" is a list of the at-

attachments levied in the different causes against Wm. Cruse, and they are arranged in the order of their priority as indicated by the marginal numbers. It will be seen that the last five attachments reported in said list are all levied on the 27th day of June, 1890, and consequently would be of equal priority but for the statement of the sheriff, in his deposition, who explains that the last two were levied after the other three.

(4), The amounts collected by Morgan and Munsey are fully shown in response to enquiry (1) above.

(5), The amounts paid to all parties are fully shown by special statement "1", above filed; but as to when the payments therein set forth were made, your court is unable to say, as the parties were unable to furnish him with dates &c.

(6), As will be seen from the depositions of both Munsey and Morgan, there still remains a considerable amount of the tee logs levied on yet unsold, and that for the reasons stated in said depositions.

Your court files herewith statements "2" and "3", and which show

how the funds yet on hand should be distributed in order to equalize the three second lien creditors, after liquidating the existing costs &c.

Your cour. again repeats that statement 7, above filed, is a complete list of the attaching creditors arranged in the order of their priorities as expressed by the marginal numbers, and is a rendition of the account of each attaching creditor as completely as your cour. is enable to give from the facts before him.

Statement (2), above filed, shows the net funds yet in the hands of C. N. Morgan, receiver; and your cour. would suggest that it be paid out according to the distribution in said statement, so as to make the distribution thereof as little complicated as possible.

Statement (3), above filed, shows the net funds in the hands of A. B. Munsey for distribution, and your cour. would suggest that this fund be likewise paid out according to said statement.

Statement (4), above filed, shows the total net funds in the hands of both Morgan and Munsey for pro rata distribution, the per cent that said fund will pay on the three second

attachments, and the distributive share to which each of the three second attaching creditors is entitled, the amount he has been paid and the sum to which he is still due, or the amount he has been improperly paid.

In conclusion, your comr. would state that the manipulation of the transactions in these cases seem to be a little wonderful, as it will be seen that the gross proceeds from said tie logs amounted to the sum of \$4356, and of this sum only \$2039⁴⁹ reached the pockets of the creditors, and especially is this so when it is seen that all the ties were made and a great portion of them already on the right of way.

All of which is respectfully submitted, this Feb. 22nd, 1894

D. C. Sewell,
Special Comr.

General fund
88.00

Special fund

C 10.43
vito 9.28
\$19.71

C.A. Kesterson

+
W. H. Huler & Hill

vs. Comr's Report.

Wm. Crisler.

Filed Feb. 22, 1894.

A.B. Murphy C.

General Fund
Clark 10.43

Comrs 85.00

10.43

June Term 1894

Decree final O.B. 6

Page 34

Comr's fee \$50.00

General fund

C 19.28

Comrs 85.00

94.28

Special fund
vito 9.28

Wheeler & Hill

C. R. Kesterson

Plffs

vs
Wm. Leslie

Def't

} In chy-

Before the Hon. H. S. K. Morrison Judge
of the circuit court for Lee Co. Va.

Your undersigned special counsel
made & filed his report in the above
styled cause on Feb'y 22^d / 1894 pursuant
to a decretal order entered therein on
the 16th day of March 1893.

Since filing said report Bales
& Edds & C. R. Kesterson have dis-
closed facts which would entirely
change the tenor & effect of
said report, It would therefore
be inequitable to them to have
said report confirmed as
it stands.

Respectfully submitted,

D. C. Swann

Spec. Counr.

Wheeler & Hill:

x

C. R. Kesterson

ps } Court report

Wm. Leslie

Filed Feb 26 1894

A. B. Munsey

C. R. Kesterson
Wheeler^{2nd} & Hill
vs.
Wm. Crisell.

To the Hon. W. F. Miller, Judge
of the Circuit Court for Lee Co., Va.

Your undersigned Special
Commissioners, appointed by a
decree entered in the above con-
solidated causes on the 14th day
of March, 1895; report that, after
giving due notice to the parties
in interest, or their attorneys, they
have complied with the require-
ments of said decree in so far
as they were enabled to do so
from the evidence before them,
and the result of their labor and
investigation they here respectfully
submit.

1st Your Comrs. upon full in-
vestigation of all matters before
them see no valid reason for chang-
ing the report filed in this cause
by Comr. D. C. Sewell on the 22 day
of Feb. 1894, except in the following
particulars: In the appropria-
tion of the \$157.20, stated by A. B.
Munsey in his deposition to have
been paid to Bales & Edds and to

Campbell, said Comr. Sewell in his report, not having the proper evidence before him to show what proportionate part of said \$151.20 was paid to each of said creditors, apportioned the same in accordance with the size and amount of the debts due to each of said creditors. But your present Comrs. have had further light upon this point and are now able to state - that in said former report said Bales & Edds were charged with more than they actually recd of said \$151.20, and that J. C. Campbell was not charged with enough. On the presentation before your Comrs. of a check of \$61.52, paid by A. B. Munsey to Bales & Edds, and his statement that he paid them that sum at one time and \$12.50 at another time, which two sums are included in said \$151.20, and which two sums he thinks is all of said \$151.20 that was paid to said Bales & Edds, and the remainder to Campbell. Your Comrs.

accordingly charge Bales & Edds with \$74.02, instead of \$94.12, as in statement "1," in former report, and Campbell with \$77.18, instead of \$57.08, as in former report. After making these changes in statement "4" of former report, Bales & Edds would be due \$5.78, instead of overpaid \$14.78, and Campbell would be due only 27cts. instead of \$20.10. But these calculations are made upon the basis of the net funds on hand for distribution at the time of the stating of the former report (Feb. 22, 1896). Since the last mentioned date, additional costs have been incurred and the funds (net funds) for distribution among the creditors is accordingly less. Your Comrs., therefore, report that Bales & Edds and J. C. Campbell have received in full all that is due them of the funds in the hands of Morgan & Munsey for distribution of the Wm. Crisel effects, and that the residue now on hand, after paying all costs,

is due the estate of Chadwell Brittain
dec'd.

Since the filing of the former
report in this case, Bales & Edds
came forward and filed their dep-
ositions in which they state that
A. B. Munsey never paid them any
part of said \$157.20; but as said
Munsey brings forward the check
or receipt in which he did pay
them, your Comrs. presume they
had let the matter slip their
memories, and they accordingly
adopt the proof furnished them
by said Munsey.

2nd Your Comrs. are also direc-
ted by the decree aforesaid to as-
certain and report what sum of
money, if any, was owing to the
said Wm Crisel, or to which he was
entitled from the L. & N. R. R. Com-
pany at the time of the attachments,
and when the garnishment was
issued and served on said Com-
pany, and how many cross-ties,
if any, said Company had inspec-
ted and rec'd from said Crisel
between the 30 day of March, 1890,

and the 1st day of July, 1890.

In response to the foregoing requirements, Your Comrs. have ascertained that between the 16th day of June, 1890, and the 21st day of June, 1890, G. F. Jackman, tie inspector of the L. & N. R. R. Company, had inspected and branded for said Company 1677 first class, 175 second class, and 54 cull ties. Your Comrs. ascertain that the attachments were levied on the 26 + 27 days of June, 1890, and the garnishee proceedings were executed on the — day of June, 1890, after the attachments were served. Your Comrs. are unable to say whether any sum was due from the Company to Wm. Crisel at the time of the service of the garnishment; but your Comrs. refer that matter to the court to say upon the interpretation of the contract. Your Comrs. ascertain the facts to be that the tie inspector for said Company between the 16th and the 21st days of June 1890, inspected and branded the number of ties as above specified; but whether under the contract these acts consti-

tuted such acts as divested said
Crissel and invested said Company
of the property in the ties, your
Comrs. leave for the Court to
say upon the interpretation of
the contract. If the ties were
Crissels ties, the first attachments
have priority; if the ties were the
Company's ties, and the Company
was due Crissel for the same, then
the garnishee proceedings have pri-
ority over the funds in the hands
of said Company—unless the
decree of this court, entered in the
cause of L. D. Fulkerson on the
23rd day of July, 1890, and in the
cause of C. R. Kesterson and Wheeler
& Hill on the 5th day of Sept., 1890,
release said company from all
responsibility.

Now having fully reported
your Comrs. respectfully submits,
This Feb. 20, 1896.

A. M. Goins.
D. C. Sewell
Special Comrs.

C. R. Kesterson.

and

Wheeler & Hill

vs.

Wm Crisel

Filed Feb. 20, 1896.
S. B. Munsey Clerk

Cours. fee \$20⁰⁰/₁₀₀
1st Report = ⁵⁰
\$70

C. R. Kesterson,
Wm. Crisel
and
Wheeler & Hill
vs.
Wm. Crisel.

To the Hon. W. F. Miller, Judge
of the Circuit Court for Lee Co., Va.

Your undersigned Special Comrs.,
who have heretofore acted in the
above consolidated cases, and before
whom a re-committal was directed
by a decree entered therein on
March 9th, 1896, beg leave to re-
port that, after giving notice of
the time and place of their sitting
to the parties in interest, they have
complied with the requirements
of said decree, as best they could
from the evidence before them,
and they have respectfully sub-
mit their report.

Your Comrs. are directed
by said decree to ascertain
and report, "how many tie-togs
were levied on under these at-
tachments in said two causes, that
were not levied on by any of the
other attachments, and what were

The net proceeds of same, if any, that the Receivers got for same separate and apart from any other attached tie-logs, and if this cannot be ascertained, then to ascertain and report what were the net proceeds said Receivers ought to have received for the same, and which one of said Receivers did, or ought to have received the money for the same."

Your Comrs. ascertain that the attachments of C. R. Kesterson vs. Mrs. Crisel, and Wheeler & Hill vs. the same, were levied on the following that were not levied on by any of the other attaching creditors that appear in this suit?

- 1st. 300 tie-logs on the lands of Lucy A. Brittain;
- 2nd. 200 " " " " " " J. N. Estep;
- 3rd. 250 " " " " " " Burwell Estep;
- 4th. 200 loose logs on saw-mill set on lands of Chas. Brittain.

From the evidence before them your Comrs. ascertain that of the foregoing ties, the 300 on the lands of Lucy A. Brittain, and the 200 on the lands of J. N. Estep, were received and handled

by C. N. Morgan, Receiver &c. Of these 500 ties, 5 per cent were 2nd class and the residue were 1st class ties. For the marketing said ties said Morgan paid out 25 cts on each tie, and after said ties were marketed, said Morgan sold the 1st class ties for 40 cts per tie, and the 2nd class ties for 25 cts per tie. Thus it will be seen that the net proceeds received for these ties by said Morgan were as follows:- Whole number of ties received, 500; of these 15 were 2nd class, and 485 were 1st class ties. For 2nd class ties said Morgan received no net profit - It took the price received for the tie to market it. For 1st class ties he received a net profit of 15 cts per tie. So that on the 485 1st class ties he received the sum of \$72.75.

Your Comrs. further ascertain that the 250 tie logs on the lands of Burwell Estep were received and handled by A. B. Munsey, Receiver &c. This lot of ties averaged the same per cent of 2nd class ties as did the lot received by said Morgan, and said Munsey paid out the same price for marketing these ties, and

received the same price for them when sold, that did the said Morgan on those handled by him. So then, after deducting 12 ties for 2nd class from the total of 250 ties, there remains 238 1st class ties, which, at the price of 15 cts per tie, amounts to the sum of \$35.70, the net proceeds received by A.B. Munsey.

Of the 200 loose logs on the lands of Chad Brittain, attached by these creditors, it is clearly shown before your Comrs. that neither of the Receivers received any thing for them, nor do your Comrs. think that they should be held to account for any thing by reason thereof, as the evidence shows that they used proper efforts on their part to sell said logs for whatever price they might receive, and that they failed to get any thing, and that to secure a mill and manufacture said logs into ties and then market them would have costs more than they could have realized therefor when marketed. So your Comrs think, and so determine, that said

Receivers took the proper course as to these logs, and that they ought not to be held to account for any sum for them.

Now, adding the net profits of these ties handled by Morgan, which is \$72.75, to the net profits of the ties handled by Munsey, which is \$35.70, we have the net profits of all the ties levied on by C.R. Kesterson and Wheeler & Hill, that were not levied on by the other attaching creditors, which sum is \$108.45.

This last sum if distributed between the two attaching creditors, C.R. Kesterson and Wheeler & Hill, which are equal in priority, according to the rules of distribution in attachment proceedings, said Kesterson would be entitled to the sum of \$54.22½, and the said Wheeler & Hill to the like sum; but the said Wheeler & Hill, as will be seen from the deposition of the said J.B. Hill, a member of said firm, having heretofore received the sum of \$24.15, by the hand of A.B. Munsey, through his agent W.R. Boles, on their attachment,

This sum should be deducted from the total sum shown to be due them arising from the sale of these ties, leaving a balance of \$30.07 due them ~~on~~ their half of the net proceeds arising from these ties. And as this fund of \$24.15; was received from W.R. Bales, who was acting for said Munsey, the same should be deducted from the funds in said Munsey's hands.

Your Comrs. desire to state that the evidence as to which of the Receivers received the J.N. Estep ties, is conflicting - there being evidence that each of them received them. But your Comrs. concluding that the parties who went into the woods, took the ties from the places where cut, snaked them out one by one, and actually did the delivering to the Railroad, had a better opportunity to know where the ties came from than the parties receiving them, mixed with other ties, and keeping no account of where particular ties came from. So your Comrs. decide that Morgan received them.

As to whether said Receivers should be charged with interest on the money in their respective hands, your Comrs. refer that point to your honor to say. Said fund was received by said Receivers about Oct. 1st 1890.

Your Comrs. have now fully answered the enquiries directed to them by decree of March 9th; but for the further information of the Court, and for a final disposition of this long, complicated and mixed up litigation, they deem it proper to make these further statements:-

In their former reports your Comrs. endeavored to distribute the funds which they then found to be in the hands of the Receivers in the proper proportion; but the evidence then before them being so uncertain, meagre and in some instances wanting, while they did the best they could under the circumstances, future developments have disclosed that the distribution in that report was not altogether correct. For instance, the firm of Bales & Eads was found to

be overpaid a small amount, and J. C. Campbell was found to be still due a small amount; but evidence produced before your Comrs. since, in the way of depositions, paid off checks &c., show that these parties have each received their due proportion of the funds paid out. Again, in said former statement your Comrs. ascertained that the said Chad Brittain estate had not been paid its full proportion, but we now find that other payments have been made, notably as shown by C. N. Morgan's report. All things considered, we are now of opinion that said estate has been paid its due proportion of the funds disbursed.

Your Comrs. have arrived at this final conclusion as to the distribution of the funds now in the hands of the Receivers, and which they think to be proper and just to all parties in interest:—
There is now in the hands of C. N. Morgan the sum of \$118.10, and in the hands of A. B. Murrey the sum of

\$80.90, making a total of \$199.00.
Out of this fund, pay 1st, the
costs of these proceedings, which
is estimated at this time to be
about \$115; pay 2nd, the \$54.22½
shown to be due C. R. Kesterson,
and the \$30.07 shown to be due
the said Wheeler & Hill; and 3rd,
whatever sum, if any, remains
distribute it equally among
Balist & Eads, J. C. Campbell, and
the Estate of Chad Brittain.

Respectfully Submitted, this
May 18th 1896.

A. M. Goins }
D. P. Sewell } Comrs.

This report is excepted to in so far as it fails to
charge the receivers with interest on the fund
received by them respectively, and fails to state
the accounts of said receivers properly ac-
cording to the rules that should govern in
stating such accounts, charging them with
all amounts that came to their hands, and
giving them credit for all proper disburse-
ments for which they produce proper vouchers,
and with interest on the balances, thus
laying in their hands from time to time.
And so far as the said ^{last} report disallows

the amount in a previous report all-
owed to the estate of Chaswell Brittain
deceased, June 2nd 1896.

James H. Orr, atty
for Chaswell Brittain's heirs,

This report is excepted to, because it
provides for the payment of the costs
out of General fund, when the litigation
has been between Kesterson & Hill
w/ the Rail Road - And because
the attachment of Rules each, & Co's
J. C. Campbell & Brittain, are
order & from Kesterson & their
claim has not been paid.

C. R. Kesterson

and

Wheeler & Hill

vs } Comrs. Report

Wm. Crisell.

Filed May 18th 1896
A B Munday

Comrs. Fee	\$ 15.00
1st Report	50.00
2nd Report	20.00
Total =	\$ 85.00

1 C. H. Kisterson vs. Wm. Correll In Lohy-

2 Wheeler & Hill vs. Same In Lohy-

3
4 Received of C. H. Morgan receiver in
5 the above styled Causes sixty seven ^{dollars} and
6 thirty two cents, out of the Special fund
7 in his hands. This the 16th day of June 1896.
8 B. H. Sewell atty
9 for C. H. Kisterson,

10
11 Received of C. H. Morgan receiver in the
12 above styled Causes, twenty four
13 dollars and ninety seven cents, out
14 of the Special fund in his hands
15 This June 16th 1896.
16 B. H. Sewell atty
17 for Wheeler & Hill.

18 Received of C. H. Morgan receiver in
19 the above styled Causes, sixty dollars
20 & Eight cents out of general fund in his
21 hands. This June 16th 1896.

22 D. T. Sewell }
23 A. M. Gaines } Cause.

24 Received of C. H. Morgan receiver in
25 the above styled Cause five dollars and
26 twenty cents out of the Special fund in his
27 hands this June 16th 1896.

28 A. B. Munsey
29

1	C. R. Kesterson	Deft	In Lby
2	vs.		
3	Wm. Corisul	Deft	In Lby.
4	Whaler & Hill	Deft	
5	vs.		
6	Wm. Corisul	Deft	

7 To the Hon. W. T. Miller Judge of the Circuit Court of Lee
8 County Virginia

9 Present to your decree entered in these cases on the
10 4th day of June 1896 The undersigned receiver in said cases
11 has charged himself with the sum of \$118.10 as of Oct. 1 1890
12 with interest thereon from that time down to June 4 1896 am
13 amounting in the aggregate to \$158.31 And out of this fund, I
14 have paid Sewell & Co. the sum of \$60.80, their fee for
15 taking the accounts in these cases, I then paid B. H. Sewell atty
16 for C. R. Kesterson the sum of \$67.32 and to said Sewell atty for
17 Whaler & Hill, the sum of \$24.97, and to A. B. Munsey \$5.22 which
18 squares my account, as will be seen by the following tabulated statement
19 and receipts for these disbursements are hereto attached;

20	To this sum in my hands Oct 1 1890	118 10
21	Interest on same from Oct 1 1890 to June 4 1896	40 21
22	Total sum in my hands June 4 1896 this sum	\$158.31
23	By this sum paid Sewell & Co. out of general fund	60 80
24	By this sum paid B. H. Sewell atty for C. R. Kesterson (Special fund)	67 32
25	" " " Same " Whaler & Hill (attys ")	24 97
26	" " " A. B. Munsey out of Special fund	5 22
		<u>158 31</u>

27 It occurs to me that to pay interest on the sum of \$118.10 for
28 5 years 8 months and 4 days is unjust so far as I am concerned
29 unless I had been in default in some way, but the fact is
30 I have all that time been ready at any moment to pay and
31 discharge the same as you might direct, I have held the money
32 all the time in readiness to discharge it, when directed to do so by you
and this being the fact, whose fault is it, that the money has not

1 been paid long ago. If the parties interested had used diligence
 2 in having their rights ascertained, they could have got their
 3 money at any time, as it is, I am required to the extent of
 4 \$40.21 to reward them for their negligence.

5 Respectfully Submitted

6 C. H. Morgan Receiver

7 June 17 1896.

8 C. H. Kisterson
 9 Wheeler & Hall

10 {
 11 {
 12 {
 13 {
 14 {
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 31 {
 32 {

William Corisell

Filed in Cause No June 17 1896

C.R.Kesterson)
 vs.)
 Wm.Crisel,)
 &) IN CHANCERY.
 Wheeler & Hill)
 vs.)
 Same.)

+++++

The report and statement of A.B.Munsey, Sheriff and Receiver, made in pursuance of and in obedience to a decree entered in the above styled consolidated causes on June 4th, 1896.

By the aforesaid decree the undersigned was among other things directed to pay out the funds (both general and special) in his hands, with interest thereon from Oct.1, 1890, till paid, to the parties to whom it is shown to be due, as by the terms of said decree, taking vouchers for said disbursements &c.

As shown by the aforesaid decree and the papers in this cause, the undersigned is due \$80.90 (both general and special funds in his hands), with interest on same, at 6%, from Oct.1, 1890. The interest on \$80.90, to June 4, 1896, 5 yrs. 8 mos. & 3 days, is \$27.55, thus making a total sum of \$108.45. This sum the undersigned has paid to the parties as designated by the report and papers filed, and he herewith files the vouchers of the parties to whom paid &c.

STATEMENT OF DISBURSEMENTS.

To	Total sum for disbursement, June 4, 1896,	\$108.45
By	Amt. paid J.P.Campbell & J.C.Brittan, voucher "1",	\$ 39.66
,,	,, Bales, Edds & Co., See check of Edds, "2",	19.83
,,	,, D.C.Sewell, voucher "3",	12.10
,,	,, A.A.M.Goins, ,, "4",	12.10
,,	,, B.C.Campbell, ,, "5",	5.00
,,	,, C.N.Morgan, ,, "6",	2.50
,,	,, D.C.Willis, ,, "7",	1.78
,,	,, Wheeler & Hill, ,, "8",	10.27
,,	,, retained, 1/2 of cost due me,	5.21
	<u>Total fund disbursed,</u>	<u>\$108.45 \$108.45</u>

All of which is respectfully submitted, this June 14, 1897,

A.B. Munsey,
 Receiver.

+++++

Vouchers enclosed from "1" to "8" inclusive.

10

100

10

11. 6. 1907.

100716

450

THE UNIVERSITY OF CHICAGO

18, 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150, 155, 160, 165, 170, 175, 180, 185, 190, 195, 200, 205, 210, 215, 220, 225, 230, 235, 240, 245, 250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305, 310, 315, 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 385, 390, 395, 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, 455, 460, 465, 470, 475, 480, 485, 490, 495, 500, 505, 510, 515, 520, 525, 530, 535, 540, 545, 550, 555, 560, 565, 570, 575, 580, 585, 590, 595, 600, 605, 610, 615, 620, 625, 630, 635, 640, 645, 650, 655, 660, 665, 670, 675, 680, 685, 690, 695, 700, 705, 710, 715, 720, 725, 730, 735, 740, 745, 750, 755, 760, 765, 770, 775, 780, 785, 790, 795, 800, 805, 810, 815, 820, 825, 830, 835, 840, 845, 850, 855, 860, 865, 870, 875, 880, 885, 890, 895, 900, 905, 910, 915, 920, 925, 930, 935, 940, 945, 950, 955, 960, 965, 970, 975, 980, 985, 990, 995, 1000, 1005, 1010, 1015, 1020, 1025, 1030, 1035, 1040, 1045, 1050, 1055, 1060, 1065, 1070, 1075, 1080, 1085, 1090, 1095, 1100, 1105, 1110, 1115, 1120, 1125, 1130, 1135, 1140, 1145, 1150, 1155, 1160, 1165, 1170, 1175, 1180, 1185, 1190, 1195, 1200, 1205, 1210, 1215, 1220, 1225, 1230, 1235, 1240, 1245, 1250, 1255, 1260, 1265, 1270, 1275, 1280, 1285, 1290, 1295, 1300, 1305, 1310, 1315, 1320, 1325, 1330, 1335, 1340, 1345, 1350, 1355, 1360, 1365, 1370, 1375, 1380, 1385, 1390, 1395, 1400, 1405, 1410, 1415, 1420, 1425, 1430, 1435, 1440, 1445, 1450, 1455, 1460, 1465, 1470, 1475, 1480, 1485, 1490, 1495, 1500, 1505, 1510, 1515, 1520, 1525, 1530, 1535, 1540, 1545, 1550, 1555, 1560, 1565, 1570, 1575, 1580, 1585, 1590, 1595, 1600, 1605, 1610, 1615, 1620, 1625, 1630, 1635, 1640, 1645, 1650, 1655, 1660, 1665, 1670, 1675, 1680, 1685, 1690, 1695, 1700, 1705, 1710, 1715, 1720, 1725, 1730, 1735, 1740, 1745, 1750, 1755, 1760, 1765, 1770, 1775, 1780, 1785, 1790, 1795, 1800, 1805, 1810, 1815, 1820, 1825, 1830, 1835, 1840, 1845, 1850, 1855, 1860, 1865, 1870, 1875, 1880, 1885, 1890, 1895, 1900, 1905, 1910, 1915, 1920, 1925, 1930, 1935, 1940, 1945, 1950, 1955, 1960, 1965, 1970, 1975, 1980, 1985, 1990, 1995, 2000, 2005, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055, 2060, 2065, 2070, 2075, 2080, 2085, 2090, 2095, 2100, 2105, 2110, 2115, 2120, 2125, 2130, 2135, 2140, 2145, 2150, 2155, 2160, 2165, 2170, 2175, 2180, 2185, 2190, 2195, 2200, 2205, 2210, 2215, 2220, 2225, 2230, 2235, 2240, 2245, 2250, 2255, 2260, 2265, 2270, 2275, 2280, 2285, 2290, 2295, 2300, 2305, 2310, 2315, 2320, 2325, 2330, 2335, 2340, 2345, 2350, 2355, 2360, 2365, 2370, 2375, 2380, 2385, 2390, 2395, 2400, 2405, 2410, 2415, 2420, 2425, 2430, 2435, 2440, 2445, 2450, 2455, 2460, 2465, 2470, 2475, 2480, 2485, 2490, 2495, 2500, 2505, 2510, 2515, 2520, 2525, 2530, 2535, 2540, 2545, 2550, 2555, 2560, 2565, 2570, 2575, 2580, 2585, 2590, 2595, 2600, 2605, 2610, 2615, 2620, 2625, 2630, 2635, 2640, 2645, 2650, 2655, 2660, 2665, 2670, 2675, 2680, 2685, 2690, 2695, 2700, 2705, 2710, 2715, 2720, 2725, 2730, 2735, 2740, 2745, 2750, 2755, 2760, 2765, 2770, 2775, 2780, 2785, 2790, 2795, 2800, 2805, 2810, 2815, 2820, 2825, 2830, 2835, 2840, 2845, 2850, 2855, 2860, 2865, 2870, 2875, 2880, 2885, 2890, 2895, 2900, 2905, 2910, 2915, 2920, 2925, 2930, 2935, 2940, 2945, 2950, 2955, 2960, 2965, 2970, 2975, 2980, 2985, 2990, 2995, 3000, 3005, 3010, 3015, 3020, 3025, 3030, 3035, 3040, 3045, 3050, 3055, 3060, 3065, 3070, 3075, 3080, 3085, 3090, 3095, 3100, 3105, 3110, 3115, 3120, 3125, 3130, 3135, 3140, 3145, 3150, 3155, 3160, 3165, 3170, 3175, 3180, 3185, 3190, 3195, 3200, 3205, 3210, 3215, 3220, 3225, 3230, 3235, 3240, 3245, 3250, 3255, 3260, 3265, 3270, 3275, 3280, 3285, 3290, 3295, 3300, 3305, 3310, 3315, 3320, 3325, 3330, 3335, 3340, 3345, 3350, 3355, 3360, 3365, 3370, 3375, 3380, 3385, 3390, 3395, 3400, 3405, 3410, 3415, 3420, 3425, 3430, 3435, 3440, 3445, 3450, 3455, 3460, 3465, 3470, 3475, 3480, 3485, 3490, 3495, 3500, 3505, 3510, 3515, 3520, 3525, 3530, 3535, 3540, 3545, 3550, 3555, 3560, 3565, 3570, 3575, 3580, 3585, 3590, 3595, 3600, 3605

52

[illegible]

•

In Chy.

L. R. Kesterson

55

Th^{ms} Crisell

4

Wheeler & Hill

55

Sane

Filed June 14, 1897.

AB Munsey Clk

10

五

Vouchers of
A. B. Munsey.
From "1" to "8,"
inclusive.

25

31

30

29

28

Received of A. B. Munsey late Sheriff
and such receiver in the Chancery Causes
of Bales Edds & Co. J. P. Campbell and Co. J.
Brittain against William Lorisel \$39.66
Thirty nine dollars and sixty six Cents
the amount decreed to be paid me in the
last two Causes named. This the 1st day
of June 1897

A. L. Pridemore
Atty in each of said
Causes.

J. P. Campbell
+
J. C. Brittain.

A. L. Pridemore
Recd \$39.66
Lisiel Case

"1"

VIRGINIA.

No. _____

JONESVILLE, *June 29th 1882*

POWELL'S VALLEY BANK,

PAY TO

W. T. Edds

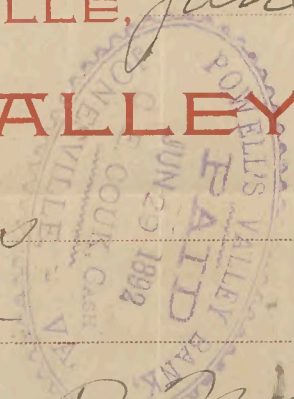
OR BEARER

Twenty four

DOLLARS,

\$ *24 00*

A B Munsey



W. J. Eddy

"2"

A. B. Munsey, Clerk.

Office of
Circuit Court Lee County,

Jonesville, Va., Jan 16 189 8

Rec'd. J. A. B. Munsey receiver
in the Cases of ^{C. R. Masterson} ~~Richmond & Fultham~~
~~Wooters~~ against Wm Crislie
twelve & ¹⁰/₁₀₀ dollars balance in
full of my half of Court's
fee. This Jan 16 1897
D. C. Sewell

D. C. Seivell
Receipt in
the Case of
Kesterson Daniel

"3"

Received of A. B. Munsey, Receiver
twelve dollars and ten cents, my one
of the Comm. fee which he is directed
to pay in the decree entered in the chan-
cery cause of C. R. Kesterson and Wheelert
Hill vs Wm. Bristol at the June term
1896. This Feb. 12, 1897.

A M Goins

A M Louis
Receipt #1210

-4"

32

31

30

29

28

27

26

25

24

Received of A. B. Munsey receiver
in the Chancery Cause of L. R. Kesterson
Against ~~Wm~~ Lewis and Wheeler & Hill
Against the same \$500, the amount
of my claim as ~~a~~ witness in the
~~said~~ the above styled Cause this
the 8th of June 1897.

B. C. Campbell

B. L. Campbell
Recd. \$500

"51

~~\$250~~

Janesville Va

June. 16 / 896, /

Received from A.B. Munsey
Two x 50/100. Receipts - out of
Special fund in case of C.R. Kesterson
et al vs Great Crystal -

L. H. Morgan by
H. J. M.

"6"

Received of A. B. Munsey ^{Receiver} \$1.78 witness Costs in
in chancery ^{Cause} of Wheeler & Hill & C. R. Westerson against
Jm. L. L. L. this the 17th ~~day~~ of May 1897
H. C. Willis.

7

J C Willis
Recpt \$1.78
Crisel Matter

Received of A. B. Munroe
receiver in the Chancery
causes of Wheeler & Hill, and
L. R. Estlin vs Wm. Bristol ~~the~~
the sum of ten dollars and
twenty seven cents, out of the
special fund decreed in said
causes, to them. This June
16th 1896.

B. H. Sewell,
att'y for plaintiffs in
said causes,

8

1890 William Connel

Bot of H. C. T. Richmond

Febry 13	2 Pk grey blankets 150	2 Comforts 150	\$6.00
" 15	wool R Smiley & Co		6.00
" "	1 Pr overalls for a Lincoln for Jolly		1.50
" "	2" wht blankets 250	2 Comforts 150	8.00
" 4	2048 muslin 7	1 pc Rope 7	1.47
" 18	55" apples 34	10 lbs Butter 15	3.15
" 21	W.D. & R Smiley & Co	5.15 Crisel & Lincoln 75	12.88
" 26	pk Crisel & Lincoln	4.45 1 candy sack 25	4.70
" "	wool R Smiley & Co	4.80 Crisel & Lincoln 840	12.40
" 28	"	R Smiley & Co 3.28 1 Star 50	3.78
" "	29 lbs coal oil 25	4 Boxes matches for 10	6.00
" "	2 Spuns 1/5 4 Barfishing 5x	1 Lead Pencil 5x 2 Miles 1/6	1.25

Amount February Acct \$61.73

March 2	wool Crisel & Lincoln	10.23 Navy Thogren 55	10.48
6	" R Smiley & Co	10.8 Crisel & Lincoln 1230	22.30
7	J. M. Doughty	6.15 Nathan Whitson & Co 50	6.65
8	Ed. Mrs. Reimer	18.0 John Green 7.85	4.03
10	" Crisel & Lincoln	6.43 192. 100 & 2.40	25.85
14	" Crisel & Lincoln	3.00 Geo. Green 1.87	11.75
18	" Crisel & Lincoln	3.08 R Smiley 8.47	4.87
17	" E. H. Cowb	11.8 Crisel & Lincoln 4.00	39.31
20	" Nathan Whitson & Co	1.50 Lewis Brooks Cash 7.00	15.00
24	" Crisel & Lincoln	12.80 R Smiley & Co 8.00	8.50
4	" molly Jolly	1.25 Crisel & Lincoln 1.09	20.80
29	" John Green	34.75 John Reimer 25.00	2.84

Amount March acct. \$231.13

April 1	W.D. & R Smiley & Co	7.05 Crisel & Lincoln 14.04	21.59
" 3	James Short	2.37 Smiley & McCormick 3.00	5.37
" 5	" Crisel & Lincoln	4.26 George Green 11.15	15.41
" 10	" John Green	85- 2 lbs Star 200	1.85
" 14	" Crisel & Lincoln	3.65 Lizzie Smith 1.00	4.65
" 17	" Jacob Miles	3.00 Crisel & Lincoln 6.22	9.22
" 25	Cr. & Co. Cash	\$150.00	
" 26	wool Crisel & Lincoln	2.17 (28) 10 Crisel & Lincoln 40.21	42.38
" 30	" John Green	39.95	39.95

Amount April acct Cr. \$150.00 \$140.42

May 3	M. J. E. H. Cowb	5.00 4 T. Smith 7.35	12.35
5	" Crisel & Lincoln	39.36	39.36
8	" Crisel & Lincoln	1.85 Mansperger 3.65	5.50
" 10	" 2nd Mansperger	X 3.65 E. H. Cowb 6.25	9.90
" 15	" Crisel & Lincoln	19.08 J. Green 2.75	21.83
" 16	" Crisel & Lincoln	24.87 John Ely 19.4	26.81
" 17	" Crisel & Lincoln	10.30 Frank Ayers 19.4	12.24
" 19	" Mansperger	150 + 150 E. H. Cowb 2.00	5.00
" 20	" Crisel & Lincoln	75 + 2.20	2.95
" 21	" Crisel & Lincoln	17.11 (21) Crisel & Lincoln 3.92	20.83
" 26	" Crisel & Lincoln	2.85 (26) 3.57	6.42
" 27	" Smith	14.8 Lizzie Smith 2.00 Crisel & Lincoln 75	23.75
" 29	Cash	\$100.00	
" 31	wool Mansperger	2.50 Storck 8.18 J. Green 12.75	23.43
" "	" Storck	4.95 George Green 2.75	31.95
" "	" John Green	44.35 Lou Baker 7.50	57.85
" "	" George Green	100 Harry Paulkier 5.00	6.00
" "	" Crisel & Lincoln	2.8 John Reimer 11.65	13.65

May acct \$100.00 \$313.82

may.	40	June	check to James Hampton	\$	130
"	"	"	" " Jo. Gary		2992
"	"	"	" " "		20 40
"	"	"	" " "		21 80
"	"	"	" " "		19 80
"	"	"	" " "		26 60
"	"	"	" " "		20 60
<u>Amount June checks</u>					<u>\$140 42</u>

June 2	No.	merchandise for camp.	12 41
" 4	"	pastorrett	7 75
" 4	"	merchandise for camp	6 00
" 4	"	J.C. Wilson 2.25 & 2.70	4 95
" 4	"	Mac Bealer 3.25 for River 300	6 25
" 4	"	merchandise 5.65 for camp	5 65
" 4	10	for Sterrett 10.50 & 4.85 & 3.45	11 35
" 4	13	merchandise for camp 9.60	9 60
" 4	14	for Sterrett 11.59 (16) for Sterrett 7.25	18 84
" 4	"	4 Sterrett 1.75 (20) 4 Sterrett 5.50	7 25
" 4	23	Provisions for camp.	24 98
" 4	"	Amount account for for River	40 00
<u>Amount January acct.</u>			<u>\$155 03</u>

Accapitulation

Feb acct		6 73
Mar	4	232 13
April	4 \$150.00	140 42
May	100 00	313 82
June June checks		140 42
July acct		155 03
Cr - Off		10 40 55
		250 00

Amount due \$793 51

Servudom 212 ~~on~~ Right way.

on Mrs. Ball's land	2013
W. H. Gibson	100
Sarah Ball	87
Suey Ann Brittain	210
John Ball	159
D. C. Willis	2054
J. A. Taylor	303

Servudom ————— 49.26

Ties in in the woods

Chadwell Brittain land.	9000
James Willis	1000
Muracle	500
Thomas heirs	200
Sam Rowland	400
John Webb	200
William Dixon	400
W. R. Byles	100
Barney Campbell	100
	<u>11900.</u>

Servudom 200 large loose logs
in pile to be sawed into Ties
on Chadwell Brittain land.

H C J Richmond
Account
A.

1890 Wm Crisel In act
with C. R. Kesterson

May 31 To amt of act to date 714 95
By " " " " " " " "

452 25

June 12 To feeding ^{crippled} mule 10 days 1 50

" feeding gray mule 6 50

" 1 Bat little white oil 25

" amt of Wilsons act in June 3 20

15 " 8 days Hauling Ties ⁶⁰⁰ 18 00

" use of cook stove 5 00

" amt Paid Sam Easter ^{8 ing ties} for 1 50

" Hauling 189 Ties 12 1/2 23 50

784 42

452 25

To amt of order to Ritchie
& Jones for yon \$7.50.

C. R. Kesterson

v3 Acct #334.2

Wm Crisell

"A"

A. B. Muncy, Sheriff,

In acct. with

The Creditors of Wm. Leslie.

To amt rec'd through

H. C. T. Richmond

1445 05-

By Expenses paid out for deliv-
ering ties, by H. C. T. R.

936 09

" Amt. paid J. P. Campbell,
~~by H. C. T. R.~~

30 00

" Amt. paid Bales & Eddo

30 00

" " " Chad Brittain

30 00

" " " Chad Brittain's
burial expenses to H. C. T. R.

30 00

" Amt paid J. P. Campbell
and Bales & Eddo

157 20

" Amt. paid Bales & Eddo

65 00

" " " J. A. G. Hyatt
costs in different cases

18 11

" Amt. retained for com-
mission,

72 25-

" Bal. in my hands to agn,

82 40

1445 05-

1445 05-

To Bal brok down,

\$82 40

By Sheriff's fees for levying
attachments in the three
cases of Bales & Eddo,
J. P. Campbell and Chad
Brittain

1 50

By Bal to square,

80 90

To Bal. brok down,

82 40

82 40

\$80 90

Statement of
A. B. Muncy

"B"

Statement of business transacted for
a money Sheriff - in case of
Jm Crissel -

1890
Decr amt paid out for hauling Ties \$524.82
Jan 91 " " " " " " " 281.90
Feb " " " " " " " 65.75
Mar " " " " " " " 123.62
Mar 30 Yrd money Recheck 284.01

Recd from A Road Co

Dec 23/90 ————— 704.10
Jan 26/91 ————— 244.45
Feb 23 " ————— 172.80
Mar 24 " ————— 134.65
" 27 " ————— 24.10
————— \$1280.10

Paid money chk for W R Bole, \$81.70

Paid for hauling Ties April — 6.50
" " " " May — 17.25
" " " " June — 311.10

Paid money chk Oct 91 — 83.25

Recd from A R B June \$418.10 \$418.10

Recapitulation - Amt rec'd by money 284.01
I have no way to ascertain the 81.70
number of ties hauled out, my recollection. Total 83.25 \$448.96
is - the wagons got twenty five chs for tie -
and this would make about Eight thousand
four hundred + twenty eight

Dees. This day H C T Richmond made
oath before me - The undersigned a
Justice of the Peace and make oath that
he took the above statement from his books
and believes it to be correct.

July 22 - 1894 G. W. Billman J. P.

C.R. Kesterson vs Mrs Crisel, + Wheeler + Hill vs. Same.

Order of Distribution of Funds in hands of
the Receivers-

Special Fund in Morgan's hand, with int. to June 4 '96, Cr.	97 51	
Pay to C.R. Kesterson,		67 32
" " A.B. Munsey, ($\frac{1}{2}$ of Costs),		5 22
" " Wheeler + Hill,		24 97
	\$97 51	\$97 51
General Fund in Morgan's hands, with interest to June 4, '96, Cr.	60 80	
Pay to Sewell + Goins, Comrs.		60 80
	\$60 80	\$60 80
Total fund in Morgan's hands	\$118 10	
Int. on same from Oct. 1, 1890, to 6-4, '96,	40 21	
Total to pay out,		158 31
	\$158 31	\$158 31

Special Fund in Munsey's hands with interest to June 4, '96	15 48	
To $\frac{1}{2}$ of cost rec'd from Morgan	5 22	
By amk. of cost to self		10 43
" " to pay Wheeler + Hill		10 27
	\$20 70	\$20 70
General Fund in hands of Munsey with int. on same to June 4, '96,	92 97	
By amk. to pay Sewell + Goins, Comrs,		24 20
" " " " B.C. Campbell,		5 00
" " " " C.N. Morgan,		2 50
" " " " D.C. Hillis,		1 78
" Bal to square of this fund,		59 49
	\$92 97	\$92 97
To Bal. to square brok down	\$59 49	
Forward		

To Bal to square brot forward,	59	49	
By Amt. to pay Bales & Edds,			19 83
" " " " J. C. Campbell,			19 83
" " " " Chad Brettan			19 83
	<u>\$59</u>	<u>49</u>	<u>\$59 49</u>

Total fund in Munsey's hands,	<u>\$80</u>	<u>90</u>	
Int. on same from Oct. 1, 90, to 6-4, 96,		27	55
$\frac{1}{2}$ of cost rec'd from Morgan,		5	22
By Amt. to pay out, as above,			113 67
	<u>\$113</u>	<u>67</u>	<u>113 67</u>

C. R. Kesterson is entitled to \$72.54, less \$5.22, one-half of Clerk's cost, leaving \$67.32, to be paid by C. N. Morgan.

Wheeler & Hill is entitled to \$40.45, less \$5.21, $\frac{1}{2}$ of Clerk's cost, leaving \$35.24, which is to be paid as follows: C. N. Morgan \$24.97, and A. B. Munsey \$10.27.

Statement of
Final Distribution

R. L. PRIDEMORE,

ATTORNEY AT LAW.

Virginia Lee County to wit:

To A. B. Muncy sheriff of said County of Lee,

Whereas Charles A. Russell has this day complained before me H. C. Joslyn, a Justice of the peace for said County, that Wm Crises is justly indebted to him in the sum of \$83.13 which was due & payable on the 27 day of June 1890 - That the said Wm Crises is a non resident of the State of Virginia (never having resided in this State) but has estate belonging to him in the said Wm Crises in Lee County Virginia, and that he the said Wm Crises, has removed and intends to remove his effects or a material portion, thereof out of the State of Virginia, so that there will probably not be therein sufficient effects of the said Wm Crises to satisfy his the said Charles A. Russell's claim when judgement is obtained therefor should only the ordinary process of law be used to obtain such judgement: And the said Charles A. Russell having this day made oath before me the said Justice to the truth of such ~~com~~plaint to the best of his the Charles A. Russell's belief and having further made oath that

Filed June 27th 1890
 J. H. C. Goshyn Clerk
 1890 Sept Term Court for Dist.

The claim which he asserts is just and that the said debt amounts to the sum, and is payable at the times above specified. These are therefore in the name of the Commonwealth of Virginia to require you to attach the estate of the said Wm Crisell for the amt of the said Charles A. Russell's claim above stated, and such estate so attached in your hands you so secure and provide that the same may be forthcoming and liable to further proceeding therein to be had before the Circuit Court of Lee County Virginia on the first day of the next term thereof, and that you then and there have this warrant and make return how you have executed the same. Given under my hand and seal this 27th day of June 1890.

Henry C. Goshyn J.P. (Seal)

Summons John D. Russell et al.
 guaranteed, it being alleged that he owes Crisell. June 27th 1890
 H. C. Goshyn J.P.

Charles A. Russell (90)
 vs. Attachment.
 Wm Crisell

64.68
 50
 1.50
 3.50
 25
 \$9.43

Writ in Lee County to wit -
 J. H. C. Goshyn a Justice of the Peace for Lee County aforesaid do hereby Certify that I have been given under this Attachment in a personal check the amount of the claim sworn to with security deemed good by me. This June 27th 1890
 J. C. Goshyn

Executed by summoning J. D. Russell on Garnishment.
 Also by laying on 2013 tie the right of way of the L & N R R Co where it passes through the lands of M. S. Ball 100 on said right of way on the lands of F. H. Beeson 27 on said right on the lands of Sarah Ball 216 on said right through the lands of Lucy A. Brittain 159 on said right through the lands of John Ball 2050 on same through the lands of D. S. Ellis and 303 on same through the lands in possession of T. A. Taylor 9000 on the lands of Chadwell Brittain (in woods) 1000 on the lands of James Willis (in woods) 500 on the lands of Miracle (in woods) 200 on the lands of Joseph Thomas (in woods) 400 on the lands of Samuel Rowland (in woods) 200 on the lands of John Webb (in woods) 100 on the lands of W. R. Boles (in woods) and 100 on the lands of Barry Campbell in Court. 200 less 100 at saw mill set on the lands of Chadwell Brittain.
 The property of William Lovell this the 27th day of June 1890
 A. B. Munsey S. C.

Virginia Lee County to wit:-

This day Charles A. Russell personally appeared before me the undersigned a Justice of the Peace in and for said County, and made oath that Wm Crises is justly indebted to him in the sum of \$83.18 which was due and payable on the 20 day of June 1890

That said Crises is a non resident of the State of Virginia but has estate belonging to him in the County of Lee and State of Virginia: That the said Wm Crises said debtor is removing and intends to remove and has removed his effects and a material part thereof out of the State of Virginia so that there will probably not be therein effects of such debtor the said Wm Crises sufficient to satisfy the claims of the said Charles A Russell where Judgement is obtained therefor should only the ordinary process of law be used to obtain the Judgement, and that said Complaint is true to the best of affiant's belief. Given under my hand this 27th day of June 1890

Henry C. Foslyn J.P.



Charles A Russell

v3 Affidavit

Wm Crissel



1890

William Grisel

In acct with Ed Russell Dr. Cash

April 30	To Balance on settlement	\$ 28 67	
May 1 st	" Mdse, Bills rendered 1,85 (2) Sack V Rasins 15	2 00	
" 3	" Mdse, Bill rendered 1,45 (5) Mdse, Bill rendered 3,85	5 30	
" 6	" Tobacco & Candy 30 (9) Mdse 165 Bills rendered	1 95	
" 10	" Quinine 20 Flour 78 1 Sack 25	1 23	
" 14	" Mdse, Bills rendered 2,66 (17) Paid Thomas Amiel order 3 41	3 41	
" 17	" Paid Maria Runnels order 50	50	
" "	" Paid James Bargent order	75	
" "	By 1 Sack returned		25
" "	To Butter 30 Tobacco 25	55	
" "	" Flour 94 (22) Paid John Burgin order 1,00	1 94	
" 22	" Mdse, Bill rendered 2,40 (23) Mdse, Bill rendered 1,20	3 60	
" 24	" Flour 96 (30) Mdse, bill rendered 3,17	4 13	
" 30	" Mdse bill rendered \$19,97 (30) Mdse bill rendered 4,73	24 70	
June 5	" 1 lb Tomatoes 20 Eggs, 19 Paid Hink Bays 57	96	
" 7	" Vinegar 15 Baking Powder 65 Ex. Lemon 30	1 10	
" 10	" Eggs 29 Tobacco 25 Needles 10	64	
" "	By 2 sacks returned @ 25, 50		50
" 16	To 3 lb Butter 15 45 (20) Butter 45	90	
" 20	" 1 lb Bake Powder 65 2 Balls Potash 10 20	85	
" "	" 14 lb dried apples @ 5 70 1 Sack 25	95	
" 27	By 1 Sack returned		25
		84 13	
		1 00	
To Balance due		83 13	

William Crisel

Do } acct with
C. A. Russell

KNOW ALL MEN BY THESE PRESENTS, That we

Charles A Russell

not called for in 5 days, to

A. L. PRIDEMORE,

ATTORNEY AT LAW,

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *one*

hundred & six & six ²⁶/₁₀₀ dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *27th* day of *June*, one thousand eight hundred and *ninety*.

The Condition of The Above Obligation is Such, That whereas *Charles A.*

Russell has this day sued out before *H. C. Jolly* a Justice of the peace an attachment against *Wm Crisell* for the sum of *\$83.13* payable on the *27th* day of *June 1890*. Now if the said *Charles A. Russell* shall well and truly pay all costs and damages that may be awarded against him or sustained by any party by reason of suing out ~~such~~ said attachment or sustained by any person by reason thereof

then this obligation to be void, or otherwise to remain in full force and virtue.

C. A. Russell (SEAL.)

A. L. Pridemore (SEAL.)

(SEAL.)

Charles A Russell
vs Bow.

Wm L. Crisell.

Returned to my
office by H. L.
Jasly & J. Paul
Filed June 27th
1890. J. A. Styratt

Wm Crisle

In account with
His Attaching Creditors Dr Cr

1/	To Judgment in favor of H.C.T. Richmond, on attachment levied June 26 th , 1890, at 8 O'clock A.M., for	793 50			
	" Interest on same,	12 70			
	" Costs in obtaining above judgment, including costs on attachments &c.,	38 18			
	By Amt. paid by C.N. Morgan, receiver,			500 00	
	" " " Same "			306 20	
	" " " J.A. G. Hyatt Costs &c.,			38 18	
		<u>\$844 38</u>	<u>\$844 38</u>		
1/	To Judgment in favor of L.D. Fulkerson, on attachment levied June 26 th , 1890, at 8 O'clock A.M., for	750 00			
	" Interest on same,	12 84			
	" Costs on attachment & judgment,	37 73			
	By Amt. paid by C.N. Morgan, receiver,			500 00	
	" " " Same "			262 84	
	" " " J.A. G. Hyatt costs &c.,			37 73	
		<u>\$800 57</u>	<u>\$800 57</u>		
2	To Judgment in favor of Bales & Edds, on attachment levied June 27, 1890, for	651 10			
	" Costs on attachment & judgment,	10 76			
	By Amt. paid by A.B. Munsey, Sheriff,			65 00	
	" " " H.C.T. Richmond for &c.,			30 00	
	" Estimated part of \$151.20 paid by A.B. Munsey to J.P. Campbell, and Bales & Edds, as disclosed by Munsey's deposition,			94 12	
	" Amt. paid Hyatt's costs,			6 01	
	" " " Munsey's " for levying,			50	
	" Bal. to square,			466 23	
		<u>\$661 86</u>	<u>\$661 86</u>		
	To Bal. to square brot down,	<u>\$466 23</u>			

[over]

"2"	To Judgment in favor of J.P. Campbell, on attachment levied June 27, 1890, for	400 53		
	To Costs on attachment and judgment,	10 84		
	By Amt. paid by H.C.T. Richmond for &c,		30 00	
	" Estimated part of \$151.20 paid by A.B. Munsey to J.P. Campbell, and Bales + Edds, as disclosed by Munsey's deposition,		57 08	
	" Hyatt's costs,		6 09	
	" Sheriff's fee for levy,		50	
	" Bal. to square,		317 70	
		411 37	411 37	
	To Bal. to square bro't down,	\$317 70		
"2"	To Judgment in favor of Chadwell Brittain, on attachment levied June 27, 1890, for	671 83		
	" Costs on attachment + Judgment,	10 76		
	By Amt. paid by A.B. Munsey,		30 00	
	" " " to H.C.T. Richmond for Chadwell Brittain's burial expenses,		30 00	
	" Hyatt's costs,		6 01	
	" Sheriff's fee for levy,		50	
	" Bal. to square,		616 08	
		682 59	682 59	
	To Bal. to square bro't down,	\$616 08		
"3"	To Judgment in favor of C.R. Kesterson, on attachment levied June 27, 1890, but at a later hour in the day than the above three judgments, as shown by Munsey's deposition,	334 67		
	By Bal. to square,		334 67	
		334 67	334 67	
	To Bal. to square bro't down,	\$334 67		
"3"	To Judgment in favor of Wheeler + Hill, on attachment levied June 27, 1890, but at a later hour in the day than the three judgments above marked "2" in the left hand margin,	296 15-		
	By Bal. to square,		296 15-	
		296 15-	296 15-	
	To Bal. to square bro't down,	296 15-		

Wm Crisle

In acct. with
His attaching creditors.

"1"

C. N. Morgan, receiver,
In acct. with Wm Crisle.

	Dr.		Cr.	
To net amt. in hands of C. N. Morgan, after paying all expenses, and after paying Richmond and Fulkerson in full, [See statement filed marked "M"]	118	10		
By bal. of costs to be paid as taxed in the three cases of Campbell, Bales & Edds, and Brittain,			12	75
" Commissioner's fee to be paid D. C. Sewell, Comr.			50	00
" Amt. to be paid Chad. Brittain's Est.			55	35
	118	10	118	10
To Bal. of costs to be paid, as taxed in the three cases of Campbell, Bales & Edds, and Chad Brittain,	12	75		
" Comr's fee to be paid D. C. Sewell, Comr.	50	00		
" Amt. to be paid Chad Brittain's Est.	55	35		
" Total to be distributed,	118	10		

C. N. Morgan, receiver,
In acc. with
Wm. Crisler.

"2"

A. B. Munsey, Sheriff.
In acct. with
Wm. Crissel

Dr. Cr.

To net amt. in hands of A. B. Munsey, Sheriff, after paying all expenses &c., as shown by his statement filed herewith marked "B"

508 96

By amt. paid J. A. G. Hyatt, his costs in the three cases of B & E, B, & Brittain

18 11

" Sheriff's fees retained in said cases,

1 50

" Amt. retained for commissions,

72 25

" Bal. in hands of Munsey for distribution to the second lien creditors,

417 10

~~508 96~~ ~~508 96~~

To bal. in hands of Munsey for distribution to the second lien creditors, brought down,

417 10

By amt. paid Chad. Brittain,

60 00

" " " J. P. Campbell,

87 08

" " " Bales & Edds,

189 12

" Bal. in hand to square,

80 90

To Bal in hand to square brot down,

80 90

" Amt. overpaid Bales & Edds,

14 32

By Amt. to be paid to J. P. Campbell,

20 37

" " " " " Chad Brittain's Est,

64 85

" " " " " Clerk, estimated

10 00

costs now accruing,

~~95 22~~ ~~95 22~~

- N. B. -

To amt. to be paid to J. P. Campbell,

20 37

" " " " " Chad Brittain's Est,

64 85

" " " " " Estimated Clerk's costs,

10 00

By Amt. overpaid Bales & Edds,

14 32

A.B. Munsey, Sheriff.
In acct. with
Jm Crisler.

"3"

Statement showing the pro rata distribution of the net funds in the hands of C. N. Morgan and A. B. Munsey.

	To the net aggregate funds in the hands of C. N. Morgan and A. B. Munsey for distribution	462 45		
	The above sum of \$462.45 will pay 26.84 per cent on the principals in the three judgments of Bales & Edds, Chad Brittain and J. P. Campbell.			
"2"	To the pro rata share of \$462.45, to which J. P. Campbell is entitled, his debt being \$400.53,	107 45		
	By Amt. already paid J. P. Campbell,		87 08	
	" Bal. to be paid,		20 37	
		107 45	107 37	
	To Bal. to be paid Campbell brot down,	20 37		
"2"	To the pro rata share of \$462.45, to which Chad Brittain is entitled, his debt being \$671.83,	180 20		
	By Amt. already paid Chad Brittain,		60 00	
	" Bal. to be paid Chad Brittain's Est.,		120 20	
		180 20	180 20	
	To Bal. to be paid Brittain's Est. brot down	120 20		
"2"	To the pro rata share of \$462.45, to which Bales & Edds is entitled, their debt being \$651.10,	174 80		
	By Amt. already paid Bales & Edds,		189 12	
	To Amt. overpaid Bales & Edds to square,	14 32		
		189 12	189 12	
	By Amt. overpaid Bales & Edds brot down		14 32	
	<u>Supplemental Statement.</u>			
	Amt. due J. C. Campbell (see last report)		27 45	

Pro Rata Statement.

"4"



No. _____

Jonesville, Va., Sept 25th 1891

Pay to James P Campbell or order

\$ 68.08

Dollars

Sixty Eight & 8/100

For William Crisel Matter

A B Munsey Shff

James R. Campbell

PAY Edward Henegar

Cashier, or Order, for Collection,
FOR ACCOUNT OF
BANK OF SHAWANEE,
East Cumberland Gap, Tenn.
CHAS. F. EAGER, Cashier

FOR COLLECTION AND RETURN
— TO —
CITY NATIONAL BANK,
KNOXVILLE, TENN.
EDWARD HENEGAR, CASHIER.

POWELL'S VALLEY BANK,

No. _____

Jonesville, Va., Sept 25 1891

Pay to Bales Edds & Co or order \$ 61 ⁵²/₁₀₀

Sixty one dollars & fifty two cents Dollars

For William Crisel Matter

A B Munsey Shff

Baker Books & Co.

H. C. L. Richmond

Whyles + Hill

act of Wm Crisel to date

June 26³⁰ To

Feb 28 To Mase	\$	64.41
Mar 31 " "		62.98
Apr 30 " "		64.52
Apr 9 Mayler By Cash	\$	15.00
May 31 To Mase		98.28
Due Bills on Crisel	\$	290.19
Samuel Harnett		6.73
R. Smelley & Co		8.76
John Rimer & Co		5.67
Jacob Risley Due Bills		397
" " " "		4.70
Henry Gally	"	12.00
C. Smith	"	13.45
Henry Fletcher		7.60
		62.88
J. O. Kinkaid's act		28.70
Bae on act		140.19
J. C. Wilton act in May		12.81
" " " " June		11.73
Crisel act in June		39.84
order from C Britton	2	94.15
		200
		290.19

Wheeler & Hill
Account
+ Orders

Order of Due Bills
on Wm. Crisell

Apr 17 90

Ballance due Jacob Ridley on Fur making
Three and ⁹⁷/₁₀₀ Dollars in full on a/c to date

Payable May 20 18 90

\$ 3 ⁹⁷/₁₀₀

Wm Crissle
per J L Albion

Jacob Risley

②

Apr. 10 1890

Balance due C Smith Thirteen and ~~45~~⁴⁵/₁₀₀ Dollars
in full on a/c to date Payable on or about

Apr 20 190

\$13 ~~45~~⁴⁵/₁₀₀

Wm Orville
Per J J Albion

Charlie Smith

Apr 16 90

Balance due Jacob Risley
for April a/c Four and $\frac{20}{100}$ Cts full
made to date
\$ 4 $\frac{20}{100}$

Wm Crickle
for J J Albra

Lake Rissling

May 15- 90
Balance due Henry Fletcher

Seven Dollars and Sixty Cents in full
on a/c to date

\$ 7 ⁶⁰/₁₀₀

Wm Criss
per J. J. Albee

1000

Henry & Fletcher
Mark

Apr 10 90

Rev. H. Jolly - Trustee Ballant
Payable on or before Apr 20 90

\$12 ⁰⁰/₁₀₀

Wm. Orville

As J. J. Allen

H. P. Jolly

Dev March the 20th 1850

Feb

13

90

\$8 76

Dev Skill & co for B Smiley
& co eight and seventy six cts

Wm Cruisel
by Lincoln

$$\begin{array}{r}
 1103 \\
 \times 11\frac{1}{2} \\
 \hline
 152
 \end{array}$$

$$\begin{array}{r}
 472 \\
 \times 2 \\
 \hline
 460
 \end{array}$$

\$5.67

Wm. Crisel Please
Pay To wheels & Hill The Sum
of Five Dollars & Sixty Seven
cts & oblige March 3rd 1890

John P. Rimmer

A Lincoln

Feb 28	By Bording	2644 & 20-00	5-444
March 24	To Cash Mr Criss		5-144
Mar 24	By Bording Joe Hartig		930
" 31	By a/c English		1330
			<hr/> 77.04
Apr 24	By Cash Mr Criss	<u>25-61</u>	
Apr 10	By Austin English Bond	77.05-	
			387
			<hr/> 8091
			7705-
			<hr/> 3.86
	J J Allen		

Samuel Rowland

Mr Brent Hills
you will please let Mr
James Wilson as his
his father Mr J C
Wilson take away thing
they want in your store
and charge it on a
seper account and J D
is all rite

M W L rise

May 24/90

Waltham Mill Glee box
May 24 Due Samuel Barnett
643 Six Dollars and Seventy
three cts to Bee paid
June 20 1890
Wm Brisel

Samuel Hornay

June 24, 1890

Mr. Wm. Cruise

Please pay

J. B. Hill \$2.16 for hauling
ties due in July

Chadwell Britain

Wm Busel



~~\$106.36~~
100

orders from Feb 1 to Mar 31

1890

Wm Arisle

Please ~~deliver to~~ ^{Pay} Hill & Co

One Hundred and Six and ~~36~~ ¹⁰⁰ dollars
in full on orders to date

and charge to account of Wm Arisle

Done

W J Alber

Virginia Lee County to wit
To A. B. Muncy Sheriff of said
County of Lee.

Whereas James P.
Campbell, has this day Complaind
before me H. C. Jaslyn, a Justice of
^{the peace of} said County, that Wm. Crises is
justly indebted to him in the sum
of \$400.53, which will become due
and payable on the 20th day of
July 1890; that the said Wm. Crises
is a non resident of the State of
Virginia (never having resided in this
State) but has estate belonging to
him the said Wm. Crises in Lee County
Virginia, and that he the said Wm.
Crises, has removed and intends to
remove his effects, or a material
portion thereof, out of the State of
Virginia, so that there will prob-
ably not be therein sufficient
effects of the said Wm. Crises to satis-
fy his the said James P. Campbell's
Claim, when Judgement is obtained
therefor, should only the ordinary pro-
cess of law be used to obtain such
Judgement; And the said James P.
Campbell having this day made
oath before me the said Justice to the

truth of such complaint to the best of his
the said James P. Campbells belief, and
having further made oath that the claim
which he asserts is just, and that the said
debt amounts to the sum, and is pay-
able at the time above specified: These
are therefore, in the name of the Com-
monwealth of Virginia to require
you to attach the estate of the said
Wm. Crises for the amount of the said
James P. Campbells claim above stated,
and such estate so attached in your
hands you so secure, and provide
that the same may be forthcoming,
and liable to farther proceedings
thereon to be had, before the Circuit
Court of Lee County, Virginia on
the first day of the next, ~~August~~
term thereof, and that you then &
there have this warrant and make
return how you have executed the
same. Given under my hand
and seal this 27th day of June
1890. Henry C. Foster J.P. (Seal)

Virginia, the County to wit -
 J. H. C. Jordan, a Justice of the Peace
 for the County of which certify that
 Ben. F. has been given, under this
 Attachment, in a personal charge the
 amount of the claim herein to, with
 account amount 800 of by me.
 This June 27th 1890.

Executed by logging on 2113 the log on the right of way of the L. N.
 R. Co through the lands of M. S. Ball 100 on the same through the land
 of Wm. F. Gibson 87 on same through the lands of Sarah Ball 210 on
 the same through the lands of Lucy A. Brittain 159 on the same through
 the lands of John Ball 2054 on same through the lands of S. C. Mills
 303 on same through the lands in possession of T. A. Taylor and 900
 on the lands of Chadwell mention in the woods 1000 on the lands of
 James Killigian woods 500 on the lands of - Miracle in the woods
 200 on the lands of the heirs Joseph Thomas died in the woods 400 on the
 lands of Samuel Rowland (in woods) 400 on the lands of Wm. Dixon
 (in woods) 200 on the lands of John Webb (in woods) 100 on the land
 of Wm. R. Bates (in the woods) 100 on the lands of Barney Campbell
 (in woods) also 200 loose logs at the saw mill set on Chadwell Brit-
 tain land 1300 ties on the lands of James Campbell (in the woods)
 50 on the lands of Tilda Sutton (in woods) and 84 on the right of
 way through the lands of the Holmes heirs this the 27 day of June
 1890 the property of William Grace A. B. Murney, S. L. C.

James O. Campbell
 of Attachment
 Win. L. L. L.
 Filed June 27th 1890
 1890 J. H. C. Jordan
 Deft removed to
 final order do
 6.09
 30
 2.50
 1.50
 2.50
 10.84

Wm. L. L. L.

To James P. Campbell

Dr

To 1843 Tie logs at 20¢. per tie . \$368. 60

" 207 " " " 9¢ (hauler) 18. 63

" 135 " " " 10 (hauler) 13 30

\$400. 53

2
500. 00

James P. Campbell
v3 Acct \$400.53

Wm Crisel

Virginia, Lee County, to-wit:

To A.B. Murry, sheriff of said
County of Lee,

Thomas A. & Bales
a member of the firm of Bales Eachs & Co
composed of said A. & Bales Wm T. Eachs
W.C. Hobbs J. T. Bales L.S. Bales & Wm
Jeff Sawyer & mill men doing business under
the firm name & style of Bales Eachs & Co
has this day com-
plained before me, H.C. Joslyn, a justice
of said county that Wm Crisler is justly
~~Bales Eachs & Co~~ ^{The said firm of Eachs & Bales}
indebted to them in the sum of
~~Bales Eachs & Co~~
\$657. 10, which will be come due &
payable on the 20th day of July 1890.
That he the said Wm Crisler is a non-
resident of the state of Virginia (never
having resided in this state) but has
estate belonging to him, the said
Wm Crisler in Lee County, Virginia,
and that he the said Wm Crisler
has removed & intends to remove his
effects, or a material portion thereof,
out of the state of Virginia so that there
will probably not be therein suf-
ficient effects of the said Wm Crisler
to satisfy their the said Bales Eachs & Co
claim, when judg-
ment is obtained therefor, should only the
ordinary process of Law be used to

Obtain such judgment: And the
said J. H. Bales —————

having this day made oath before
me, the said justice to the truth of
such ~~complaint~~ to the best of their
the said Affiant —————

belief; and having further
made oath that the claim which
they ^{the said firm of Bales, Eeels & Co} assert is just, and that said
debt amounts to the sum, & is payable
at the time above specified: There are
therefore, in the name of the Common-
wealth of Virginia to require you
to attach the estate of the said
Wm Leslie for the amount of the said
Bales Eeels & Co's ————— Claim
above stated, and such estate so
attached in your hands you so secure,
and provide that the same may be forth-
coming & liable to further proceedings
thereon to be had, before the Circuit
Court of Lee County, Virginia on the
first day of the next term thereof
& that you then & there have this
warrant and make return how you
have executed the same. Given
under my hand, ^{real} this 27th day of
June 1890

Henry C. Foster J. P. (Seal)

Virginia, Lee County, to wit: -
 I, H. C. Jolly, a Justice of the Peace
 for the County do hereby certify that
 Bond has been given, under this
 Attachment, in a penalty double the
 amount of the claim herein to, with
 security of \$900 by me.
 This I do June 27th 1890.
 H. C. Jolly J. P.

Executed by levying on 2/13 the logs on the right of way of the L & N
 RR Co through the lands of M. S. Ball 100 on right of way through lands of
 W. F. Gibson 87 on right of way through the lands of Sarah Ball 2/10 on said
 right of way through the lands of Lacey A. Britton 159 on the same through
 the lands of John Ball 2054 on same through lands of D. C. Willis 323
 on same through the lands in possession of T. A. Taylor and 900 on the
 lands of Chadwell Britton (in woods) 1000 on the lands of James Willis
 (in woods) 500 on the lands of - Miracle (in woods) 200 on lands of
 Joseph Thomas, heirs (in woods) 400 on the lands of Samuel Rowland (in woods)
 400 on the lands of Mrs. Dix on (in woods) 200 on the lands of John Webb
 (in woods) 100 on the lands of Wm R. Bolo (in woods) 100 on the lands of
 Barney Campbell (in woods) 200 on the logs at saw mill set on
 the lands of Chadwell Britton's land. 300 the logs on the lands
 of James Campbell (in woods) 50 on the lands of Lida Sutton 84
 on the land of the Holmes heirs this the 27th day of June 1890
 being the property of William Briel A. B. Munsiey. S. L. C.

Bales Enclosed

153 Attachment

Wm Briel

Filed June 27th 1890

J. A. Hyatt

Sept Term 1890

Grimal & Vanderhall

\$6.01

50

2.50

1.50

25

10.76

\$10.76

Bales Each to
Vz. Affidavit
Wm. L. L. L.

KNOW ALL MEN BY THESE PRESENTS, That we

*A. F. Bales and
James P. Campbell*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *thirteen*
hundred & two ²⁰/₁₀₀ dollars, to the payment whereof, well and truly
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated *27th* day
of *June* —, one thousand eight hundred and *ninety*

The Condition of The Above Obligation is Such, That whereas *that Bales*
Eads & Co has this day sued out before
H. C. Jaslyn a Justice of the Peace of Lee County
Virginia, an attachment against *Wm Crissel*
for the sum of *\$657. 10*. Now if the above
bond *James Campbell and A. F. Bales* shall
well and truly pay, or if the above named
firm of *Bales Eads & Co* shall well and
truly pay all costs and damages, which
may be awarded against said firm of
Bales Eads & Co or sustained by any person by
reason of their suing out the attachment aforesaid
then this obligation to be void, or otherwise to remain in full force and virtue.

A. F. Bales

(SEAL)

J. P. Campbell

(SEAL)

(SEAL)

Bales Eads des
W. J. Bond

Wm. Crisel

Returned to my
office by H. C. Johnson
J. P. & filed June 27th
1890. J. A. Hyatt

J. P. fee 50¢

Wm Leries

To A. F. Bales, Wm J. Eads

W.C. Hobbs, J. T. Bales, L.S.

Bales Wm Jeff, Sawyers & mill
men doing business under the
firm name & style of Bales

Eads & Co. 42,222

~~4105.20~~

or.

To sawing ~~6.272~~ tie logs at

10¢ per tie log - - - - - \$408.20

To 2.220 tie logs sawed & hauled 488.40

" hire of log wagons. 17.50

" repairs on wagons as per
agreement - - - - - 2.50

" hauling logs 12.50

926.10

Credit

By Cash 270.00

" 1/2 days for team. 5
275.00

651.10

1302 26

Bales Eads, Res

Do { acct #657.10

Wm Lorisel

KNOW ALL MEN BY THESE PRESENTS, That we

Thomas Edds
and James P. Campbell

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Fifteen*
hundred

dollars, to the payment whereof, well and truly
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated, *3rd* day

of *September*, one thousand eight hundred and *Ninety*.

The Condition of The Above Obligation is Such, That whereas, *Bates & Edds*

in their attachment suit against
Wm. Leries obtained an order for
the sale of certain property belong-
ing to *Wm. Leries* a now resident
which had been regularly attached.

Now therefore should the Deft
Bates & Edds abide the future orders
of this Court upon the Deft coming in
and making defense to this
action

then this obligation to be void, or otherwise to remain in full force and virtue.

Thomas Edds (SEAL.)

James P. Campbell (SEAL.)

Thomas E (SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court, of
the county of Lee *Thos. Edds and James P. Campbell*
and made oath that *they have* estate, after the payment of all *their* just debts, and
those for which he *they are* bound as security for others and expect to pay,
worth the sum of *Two thousand* dollars,
over and above exemptions allowed by law.

Given under my hand this *3rd* day of *Sept* 1890.

Teste: *J. A. G. Hyatt* Clerk.

251
206
1828
4
200

Bales and Edds
vs Bond
Ym. Lerisee

Virginia Lee County Court:
To the Sheriff or any Constable
of the Said County,
Whereas S. C. Willis has this day made
Complaint before me H. C. Forsgren a
Justice of The Peace of Said County.
That William Brisel is indebted to
him in the Sum of \$809.⁶⁹ which
became payable on the 20th day
of June 1890. and That the said
Wm Brisel is a nonresident of this State
and has estate belonging to himself in
Lee County Va and that he is removing
intends to remove and has removed
his effects out of this State so that
there will probably not be therein
sufficient effects to satisfy the said
Claim of \$809.⁶⁹ of said S. C. Willis
when judgment is obtained therefor
Should only the ordinary process of
law be issued to obtain Judgment there-
for, and whereas the said S. C. Willis
did in said County, this day make
oath before me the said Justice to the
truth of the said Complaint to the best
of his belief. and that the said Claim
is just and amounts to the said Sum
of \$809.⁶⁹ and is payable at the time
above specified: These are, therefore

in the name of the Commonwealth of
Virginia to require you to attach the estate of
the said William Crisel for the amount
of the said L. C. Willis's claim and
such estate, in your hands so attached
to secure and so provide, that the same
may be forthcoming and liable to further
proceedings thereupon to be had before
the County Court of said County, on
the ~~third~~ day of the next term
thereof, and that you then, and there
^{said day, how you have executed the same}
have this warrant, and make return to the
Clerk under my hand this 30th
day of July 1890.
H. C. Foslyn J. P.

The plaintiff in the within attachment
has given bond with security approved
by me in the sum of \$1625.⁰⁰ with
condition to pay all costs and damages
which may be awarded against him
or sustained by any person by reason
of his suing out this attachment.
Given under my hand this 30th day of
July 1890.
H. C. Foslyn J. P.

J. P. Costs \$7.
Paid by Plaintiff

I, D. C. Hillis, the plaintiff
in the above attachment do designate &
state that the Louisville & Nashville
Railroad Company an incorporation
doing business in this State is indebted
to and has effects of the said Mrs Crisel
in its possession this July 30th 1890.
D. C. Hillis.

Virginia.

Lee County, to wit:

The Louisville and
Nashville Railroad Company an in-
corporation doing business in said
County & State is hereby required to
appear before the County Court of said
County on the third day of the next
term thereof, and disclose on oath
in what sum it is indebted to the
said Mrs Crisel, and what effects of
the said Mrs Crisel it has in its
possession. Given under my hand
this July 30th 1890

H. C. Foslyn J. P.

D. C. Willis

vs } attachment

Yours Lewis

Executed July 31st 1890
by delivering ~~a copy of~~
of the within attachment
to R. E. O'Brien an officer
of the L & N. R. R. Co incor-
porated under the laws of
Virginia this the 31st day
of July 1890

A. B. Mincey

D. C.

C. 2,79 -
A. 2,50
\$5,29

Know all men by these presents
that We David C. Willis and John
R. Gibson are held and firmly bound
unto William Crisel in the just
and full Sum of \$1625.⁰⁰ lawful money
of the United States, to the payment
whereof well and truly to be made to the
Said William Crisel his executors or
administrators we bind ourselves our
heirs or administrators jointly and
severally firmly by these presents sealed
with our seals, and dated this 30th
day of July 1890. The Condition
of the above obligation is Such That
whereas H. C. Joslyn a Justice of the
Peace for the County of Lee, did on
the 30th day of July 1890. on the Com-
plaint of the above bound D. C. Willis
on oath issue an attachment in favor
of Said D. C. Willis, against the estate
of William Crisel for the sum of \$809.⁶⁸
the amount of the Claim of the Said
D. C. Willis specified in the Said attachment
and sworn to on oath by the Said D. C.
Willis as well as to the Justice of the
Said Claim, and which attachment
is returnable to the County Court of Lee
County in which County William Crisel
last resided, Now if the Said D. C. Willis

Shall pay all costs and damages
which may be awarded against
him or sustained by any person
by reason of his suing out said
attachment, Then the above obligation
is to be void, otherwise to remain
in full force.

H. C. Willis (Seal)
John R. Gibson. (Seal)

D. C. Willis
w/ Bond \$
Wm. Creese
Filed July 30th 1890.

The Commonwealth of Virginia.

or Constable
To the Sheriff of Lee County, Greeting:

We command you to summon H. Jackman

to appear before the Judge of our County Court, at the Court House on the 3^d day
of the August Term next to testify and the truth to speak in behalf
of D. C. Willis in certain matters of controversy pending in our
said court between D. C. Willis

Plaintiff and

Wm Criswell

Defendant. And you shall in no wise omit under the penalty of Twenty Dollars.

And have then and there this writ. Witness, John R. Gibson, clerk of our said court
at the court house the 31st, day of July 18 90, in the 115th
year of the Commonwealth.

John R. Gibson CLERK.

D. C. Willis
vs. J. Spa
Wm. Cress

3rd Day Aug. 7/1890.

Service accepted - Aug 4. 90

G. F. Jackson

May the 1 1890.
Wm Cressell To Barney & Cambridge

Bills of

To Lard & lard	\$70. 82
Olumbar & bacon	68. 85
Timber for ties at 15¢ cts per m	108. 00
To 1000 yds - ties	130. 12
To five dollars for lard in Butte	5. 00
	<hr/> 382. 79

for by one wagon
for by cash
To ~~bu~~ 1

\$57. 50	
22. 40	
<hr/> 79. 90.	22 40
	<hr/> 405. 19
	79 90
	<hr/> 325. 29

for value Recd I assign the within
account To H. C. Willis this 28 July
1890

B. C. Campbell

Mr. W. M. Crisell Dr

To Holliday & Co

March + April, 1890.	To balance on sawing at Gibson's Station	\$ 43.50
May + June	" To sawing lumber for bridges + Shantys	20.00
" " " " "	21.57 Lvs at Chadwells Gap, @ 10 ¢	215.70
	Bal Due Holliday & Co	\$ 279.20

'I assign the within act to
To H. C. Willis This the 29th July 1890
Holliday & Co
Per Holliday

William Briselle 10^x To W.C. Mills

May 1890	To the right of way to have through	
	furrow	\$20.00
May	To to 65 bu oats at 35 cts pr bu	22.75
	To 351 bu corn at 45 cts pr bu	163.15
		<hr/> 205.80

205.80
278.60
325.29

809.69

(Form 961)

LOUISVILLE & NASHVILLE RAILROAD CO.

Cross-Tie Contract.

This agreement, Made this First day of October A.D., 1889 between the LOUISVILLE & NASHVILLE RAILROAD COMPANY, and W.M. Crisel of Hawesville, Kentucky

WITNESSETH: That W.M. Crisel agree to sell and deliver to the Railroad Company on the line of the Extension of the Cumberland Valley Branch of the Louisville & Nashville Railroad on cars along the line of the Louisville, St. Louis & Texas Ry. and its Hardinsburg Branch in accordance with the specifications and proposals hereto attached, and which are made a part of this contract Two hundred and fifteen thousand (215,000) cross-ties, the kind, dimensions and quality, place and time of delivery to be as stated in the Specifications and Proposal hereto attached and forming part of this Agreement Forty thousand (40000) of these Ties to be delivered on cars along the line of the Louisville, St. Louis & Texas Ry. and its Hardinsburg Branch, on or before April 15th 1890. The remaining one hundred and seventy five thousand & (175000) Ties to be delivered along the line of the Extension of the Cumberland Valley Branch not later than July 1st 1890 and as much earlier as may be necessary to avoid delaying the Tracklayers.

As time is the essence of this contract, the Company agrees to pay the said W.M. Crisel for the completion of this contract within the time required, without any delay to the track layers, in accordance with the specifications and proposals hereto attached, to the specification and acceptance of the engineer, the following bonus, viz-- For the Ties delivered along the Louisville, St. Louis & Texas Ry. Three (3) cents for each First Class accepted Tie.-- For the ties delivered along the Extension of the Cumberland Valley Branch, Five (5) cents for each First Class accepted Tie and Two (2) cents for each Second Class accepted Tie.-- It is understood and agreed as a further condition to the payment of the said bonus that the said W.M. Crisel shall give

his entire ~~attention~~ time and attention to the delivery of the Ties along the extension of the Cumberland Valley Branch, except such time as is absolutely required for loading the Ties on the Louisville, St. Louis & Texas Ry.

All Cross-ties furnished under this contract must be to the acceptance of the Chief Engineers of the Railroad Company, and in accordance with the specifications hereto attached and made a part of this contract.

And the W.M. Crisel agrees to commence the delivery of the Cross-ties immediately, and to proceed with and complete to the satisfaction of the Chief Engineer, the delivery of the Ties ~~alg~~ along the Louisville St. Louis & Texas Ry. not later than April 15th 1890, and the delivery of the Ties along the Extension of the Cumberland Valley Branch not later than July 1st 1890, and as much earlier as may be necessary to ~~said~~ avoid delaying the Tracklayers.

And it is further agreed, that in ~~the~~ case the said W.M. Crisel shall not commence or proceed with the delivery of the Cross ties to the satisfaction of the Chief Engineer, it shall be lawful for the Chief Engineer to give or cause to be given, notice or notices in writing to be left at the place of business of W.M. Crisel or given to him, signed by the Chief Engineer, requiring him to commence and regularly proceed with the delivery of the Cross-ties; and in case he shall for seven days after such notice make default in commencing or regularly proceeding with the delivery of the cross-ties, it shall be lawful for the Chief Engineer to employ any other person or persons by contract, day ~~in~~ work or otherwise, to proceed with the making and delivery of the Cross-ties, and complete the same; and on the expiration of said notice this contract shall, at the option of said Railroad Company, become null and void as to the said W.M. Crisel but without prejudice to any right of action in the Railroad Company which W.M. Crisel may be subject to for any voluntary neglect in not proceeding with the delivery of the Cross ties pursuant to ~~h~~ this contract; and the amount already paid to W.M. Crisel by the

Railroad Company shall be considered to be the full value of all Cross-ties delivered up to the time of the expiration of said notice, and no further claim whatsoever shall be made by W.M.Crisel for Cross-ties furnished under this contract. And the ~~Rai~~ Railroad Company, in consideration of the full and complete performance of this contract to the entire satisfaction of the Chief Engineer, to be ~~xxx~~ evidenced by this certificate, agree to pay to W.M.Crisel the price set forth in the proposal of W.M.Crisel a copy which is hereto annexed and made a part hereof at the time and in the manner following:

On or about the first of each month the Chief Engineer will ~~x~~ have made an inspection and estimate of the number of Cross-ties delivered during the current month, in conformity to this contract, and to the satisfaction of the Chief Engineer and the same will be paid on or before the twentieth day of the following month. Said payments to be made by the Railroad Company, upon the certificate of the Chief Engineer. This contract ~~sup~~percedes and takes the place of that dated July 18th 1889.

In witness whereof, The Louisville & Nashville Railroad Company has caused M.H.Smith its Vice-President to sign this agreement in duplicate on its behalf as such Company, and not individually, and W.M.Crisel has hereunto affixed his signature.

The Louisville & Nashville R.R.Co.

by M.H.Smith, V.P.

W.M.Crisel.

Attn: Rev
with Leontine
W.M. Grisel

Copy.

LOUISVILLE & NASHVILLE RAILROAD CO.

Specifications for Cross Ties.

The Ties to be Sound, Thrifty White Oak, Post Oak & Chestnut Oak, hewn or sawed smoothly and straight on two sides to parallel faces, and to have the bark taken off the other two sides. The Timber to be perfectly sound and without twists. Ties made from deadened or worm-eaten timber will not be taken at any ~~price~~ price.

The Ties to be Eight and one half (8 1/2) feet long, not less than ~~Nine~~ (9) inches wide on the face and seven (7) inches thick. Length and thickness must be exact within one fourth of an inch, and the ends of ties sawed off square.

The Ties delivered along the Louisville St. Louis & Texas R. R. shall all be of White, Post and Burr Oak, and shall conform to the Specifications except that they shall be Eight (8) feet long and hewn. They shall be delivered on cars.

The Ties delivered along the Extension of the Cumberland Valley Branch shall conform to the Specifications in every particular, except that Quarter Ties have a face of Ten (10) inches on the wider side, and half Moon ties having a face of Twelve (12) inches on the hert side, may have a face of not less than Seven (7) inches on the narrow side.

The Ties along the Extension of the Cumberland Valley Branch must be delivered on the Right of Way not lower than grade, and not higher than Eight (8) feet above grade. In cases of necessity these general rules may be modified in each case by the special direction of the Division Engineer to the extent of Six (6) feet below grade, and to such height above grade as he may think proper.

The Ties to be open Piled. The Lower ties to be laid on skids with their ends to the road; across this tier and near the ends of the ties two ties only to be placed parallel to the track, then upon these ties another tier will be placed with their ends to the road and to a line, and thus continue the piling to the top. A space of not less than Four (4) feet must be left between any two piles.

All rejected ties, other than Quarter and Half-Moon ties conforming to the specifacations in every particular except as to size will be accepted by the Company as Second Class Ties, providing that said ties are not less than six inches thick, Seven inches width of face on the narrowest face, and Eight and one~~xx~~ half (8 1/2)feet long, dependent on where obtained. All rej ected Quarter and Half-Moon Ties conforming to the specifi- cations in every particular except as to size will be accepted by the Copany as Second Class Ties, providing they are not less than Six (6) inches thnk, Eight and one half (8 1/2) feet long, Six (6) inches width of face on the narrowest face, and on the widest face not less than Nine (9) inches for the Quarter Ties and Ten (10) inches for Half-Moon Ties.

All other rejected ties must be removed from Right of Way by Contractor within Thirty (30) days after their rejection. All Ties are at Contractors risk until received bybthe Company.

Louisville & Nashville R.R.Co.

By M.H.Smith, Vice-Prest.

W.M.Crisel.

Proposal for Cross Ties.

I hereby propose to furnish according to the foregoing specifications, Two hundred and fifteen (215,000) thousand Cross Ties.

The said cross Ties to be delivered as aforesaid along the line of the Louisville, St. Louis & Texas Railroad, and along the Line of the Extension of the Cumberland Valley Branch of the Louisville & Nashville Railroad.

As the timber along the first Twenty Six (26) miles of the Extension of of the Cumberland Valley Branch east of Cumberland Gap is pretty well cut off, there will be a deficiency of Forty (40,000) thousand ties which I will obtain from along the line of the Louisville St. Louis & Texas Railroad, and its Hardinsburg Branch. These Forty thousand (40,000) ties shall be White, post & Burr Oak, and shall conform to the specifications in every particular, except that they shall be eight feet long, and hewn. The balance of the Ties required for this twenty six (26) miles and delivered along its lines may be one half of Chestnut oak, but no more.

The remaining forty four (44) miles of the Extension to Princes Flat has sufficient timber along it to make all the ties required for that part of the Branch and the proportion of Chestnut Oak Ties delivered on said Forty Four (44) miles shall not exceed one fourth of the total ties required for same.

I propose to commence work immediately and give my entire time and attention to the delivery of the ties along the Extension of the Cumberland Valley Branch except such time as is absolutely required for loading the Ties on the L. St. L & T. Ry., and will complete the delivery of all the Forty thousand (40,000) ties along the Louisville, St. Louis & Texas Ry. on or before April 15th 1890, and all the one hundred and seventy-five thousand (175,000) ties along the Extension of the Cumberland Valley Branch, not later than July 1st 1890 and as much earlier as may be necessary to avoid delaying the Track-layers, and at the following prices: viz:

For all First Class Ties delivered along the Extension
of the Cumberland Valley Branch..... .35 cts.per tie
For all Second Class Ties delivered along the Extension
of the Cumberland Valley Branch..... 23 cts.per tie
For all First Class Ties delivered on cars along the L.St.L.
L. St.L. & T.R.R..... 27 cts.per tie

The Compny to pay me the following Bonus, viz: For the ties
delivered along the Louisville, St.Louis & Texas R.R.Three (3)
cents for each First class accepted tie. For the ties deliver-
ed along the extension of the Cumberland Valley Branch Five (5)
cents for each First Class Accepted tie, and Two (2) cents for
each Second Class Accepted tie, in case I furnish all said Ties
in accordance with my contract and its accompany Specifacations
of even date herewith.

In the Inspection of the Ties deliered along the Louisville
St.Louis & Texas R.R.I wish ~~kn~~ all Secong Class ties to be re-
j ected as I can dispose of them to other companies accepting
a smaller tie.

W.M.Crisel.

L & N. R. R. Co.
with $\frac{3}{2}$ Contract.
W. M. Crisel.

KNOW ALL MEN BY THESE PRESENTS, That we

C. N. Morgan
C. R. Kesterson *St. L. Richmond*
are held and firmly bound unto the Commonwealth of Virginia, in the sum of *six-*
teen hundred dollars, to the payment whereof, well and truly
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated *29th* day
of *July*, one thousand eight hundred and *ninety*

The Condition of The Above Obligation is Such, That if the above bound *C. N. Morgan*
shall faithfully perform the duties of *his* office or trust, as *Receiver*

under a decree of the Circuit Court of the County of Lee, pronounced on the *23rd*
day of *July*, 18*90*, in the suit therein depending
under the name and style of *L. D. Fulkerson* Plaintiff
vs. *William Crises* Defendant

and properly account for all sums of money *he* may receive as
such *Receiver*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the
presence of

J. B. Richmond

C. N. Morgan (SEAL.)

C. R. Kesterson (SEAL.)

A. B. Richmond (SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day *St. L. Richmond*
surety on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit
Court of the County of Lee, that *he has and owns*
estate after the payment of all *his* just debts, and those
for which *he is* bound as securit for others, and expect to have
to pay *is* worth the sum of *Four thousand*
dollars.

Given under my hand this *29* day of *July* 18*90*

Teste: *J. A. G. Hyatt* Clerk.

L. D. Fulkerson
vs ^{my} Bonds
William Lerisee

Filed July 29/89
J. Alstygge

KNOW ALL MEN BY THESE PRESENTS, That we *C. R. Kesterson*
J. M. Wheeler & J. B. Hill

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Six*
hundred & sixty nine & $\frac{34}{100}$ dollars, to the payment whereof, well and truly
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated *27th* day
of *June*, one thousand eight hundred and *ninety*

The Condition of The Above Obligation is Such, That whereas *the above*
bound C. R. Kesterson has this day
sued out of the clerk's office of the
Circuit Court an attachment against
one Wm. Lerise for the sum of *\$334.67*
\$262.70 thereof payable June 20th 1890 and
\$71.97 bal thereof July 20th 1890.

Now if the said Kesterson shall
well and truly pay all costs & damages
which may be awarded against him
or sustained by any person by reason
of this action

then this obligation to be void, or otherwise to remain in full force and virtue.

C. R. Kesterson (SEAL.)

Wheeler & Hill (SEAL.)

By J. B. Hill (SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of
the county of Lee *J. B. Hill* of the firm of *Wheeler & Hill*
and made oath that *their* estate, after the payment of all *their* just debts, and
those for which he ~~they~~ are bound as security for others and expect to pay, are
worth the sum of *Two Thousand* dollars,
over and above exemptions allowed by law.

Given under my hand this *27* day of *June* 1890.
Teste: *J. A. G. Hyatt* Clerk.

C R Keaton

vs $\frac{1}{2}$ Bond

Mr Lescote

Filed June 27/890

J A Hyatt c

KNOW ALL MEN BY THESE PRESENTS, That we

H. C. T. Richmond
and *James B. Richmond*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Two*
Thousand

dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *2nd* day of *Sept*, one thousand eight hundred and *Ninety*

The Condition of The Above Obligation is Such, That whereas *The above* *H. C. T. Richmond* has obtained an decree in his Chancery Cause vs *M. Lerisel* for the sale of the property attached on.

Now therefore should the said *Richmond* abide the future orders of this court upon the coming in of the debt and his making defense to this action

then this obligation to be void, or otherwise to remain in full force and virtue.

H. C. T. Richmond (SEAL.)

J. B. Richmond (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of the county of Lee *James B. Richmond* and made oath that *he* has estate, after the payment of all his just debts, and those for which he is bound as security for others and expect to pay, worth the sum of *ten Thousand* dollars, over and above exemptions allowed by law.

Given under my hand this *2nd* day of *Sept* 1890.

Teste:

J. A. G. Hyatt Clerk.

H. C. L. Richmond
vs ³ Bonds

Wm. Lerisee

Filed Sept. 2, 1890

J. S. Hyatt ©

KNOW ALL MEN BY THESE PRESENTS. That we

James P. Campbell
and *Thomas Edds*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

Eight hundred

dollars, to the payment whereof, well and truly

to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *3rd* day of *September*, one thousand eight hundred and *Ninety*

The Condition of The Above Obligation is Such, That whereas

The above bound James P. Campbell in his attachment suit against Wm. Criswell obtained an order for the sale of certain property of the said Wm. Criswell who is a non resident, Now therefore should the above bound James P. Campbell on some sure for him abide the future orders of this court upon the defendant coming in and making defense in this Cause

then this obligation to be void, or otherwise to remain in full force and virtue.

James P. Campbell (SEAL)
Thomas Edds (SEAL)

(SEAL)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court, of the county of Lee *James P. Campbell and Thos. Edds* and made oath that *their* estate, after the payment of all *their* just debts, and those for which he *they are* bound as security for others and expect to pay, worth the sum of *Two Thousand* dollars, over and above exemptions allowed by law.

Given under my hand this *3rd* day of *Sept.* 18*90*.

Teste:

J. A. G. Hyatt Clerk.

James P. Campbell
vs $\frac{1}{2}$ Bond
Wm. Lewis

Filed Sept, 3^d 1890.
J. A. Hyatt

KNOW ALL MEN BY THESE PRESENTS, That we *C. R. Kesterson*
and J. B. Hill

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *six*
hundred ——— dollars, to the payment whereof, well and truly
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated, *4th* day
of *December*, one thousand eight hundred and *ninety*

The Condition of The Above Obligation is Such, That whereas

the above
born *C. R. Kesterson* has this day
obtained a decree, in the Circuit
Court of Lee County Virginia, for
the sale of certain property the
alleged property of *Wm. Crissel*, here
before attached upon and sold by
C. H. Morgan receiver in said cause
and for the collection of the proceeds of
said sale. Now if the above born parties
shall upon the coming of said *Crissel*
making defense pay all costs & damages and abide

then this obligation to be void, or otherwise to remain in full force and virtue.

C. R. Kesterson (SEAL.)

J. B. Hill (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of
the county of Lee
and made oath that
those for which he
worth the sum of
over and above exemptions allowed by law.

estate, after the payment of all just debts, and
bound as security for others and expect to pay,

dollars.

Given under my hand this _____ day of _____

18

Teste: _____

Clerk.

C. R. Kesterson
vs ³/₄ Bond
Wm. Lerice.

Filed Dec. 4th 1890.

J. H. Hyatt ©
—

KNOW ALL MEN BY THESE PRESENTS, That we

L. D. Fulkerson
and H. C. T. Richmond

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

Fifteen Hundred dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *25th* day of *June*, one thousand eight hundred and *Ninety*

The Condition of The Above Obligation is Such, That whereas

the above
bonds *L. D. Fulkerson* has
sued out an attachment
against the goods & chattles
of *M. Crisel*, for \$750.00

Now therefore should the
said *Fulkerson* pay such
damages as may be sustained
by any one by this action
and the costs now & to become due
the officers of this Court.

then this obligation to be void, or otherwise to remain in full force and virtue.

L. D. Fulkerson (SEAL)

H. C. T. Richmond (SEAL)

(SEAL)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of the county of Lee *H. C. T. Richmond*

and made oath that *his* estate, after the payment of all *his* just debts, and those for which he *is* bound as security for others and expect to pay, worth the sum of *Four Thousand* dollars, over and above exemptions allowed by law.

Given under my hand this *25* day of *June*, 18*90*

Teste:

J. A. G. Hyatt Clerk.

L. D. Fulkerson
vs ³/₂ Bond
Wm. Leisel

Filed June 25 1870
J. A. Hyatt

KNOW ALL MEN BY THESE PRESENTS, That we *J. B. Hill and*
C. R. Kesterson

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

dollars, to the payment whereof, well and truly
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated *4* day
of *December*, one thousand eight hundred and *ninety* —

The Condition of The Above Obligation is Such, That whereas,

J. M. Wheeler of J. B. Hill merchant trading under
the firm name and style of Wheeler & Hill, have
this day obtained a decree in the Circuit Court
of Lee County Virginia, for the collection & pay-
ment to them of the proceeds, of the sale
of certain property, alleged to be the property
of Wm Lorisel, heretofore attached, and sold
by C. H. Morgan receiver in this cause -
Now if the said Wm Lorisel shall
hereafter, appear in this cause and
make defense and the said Wheeler &
Hill, pay all costs and damages and
order against them and abide the future
order & decrees of this Court —

then this obligation to be void, or otherwise to remain in full force and virtue.

J. B. Hill

(SEAL.)

C. R. Kesterson

(SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of
the county of Lee

and made oath that

those for which he

worth the sum of

over and above exemptions allowed by law.

Given under my hand this

day of

18

dollars.

Clerk.

Teste: _____

J.B. Hill
vs ⁱⁿ Bonds
you Crise

Filed Dec. 4th 1890.
J. A. Hyatt

KNOW ALL MEN BY THESE PRESENTS, That we

J. M. Wheeler and
J. B. Hill and *C. R. Kesterson*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Five*
Hundred & thirty two $\frac{50}{100}$ dollars, to the payment whereof, well and truly
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated *27th* day
of *June*, one thousand eight hundred and *thirty*

The Condition of The Above Obligation is Such, That whereas

the above
bounds J. M. Wheeler & J. B. Hill have this
day sued out of the Clerk's office of the
Circuit Court an attachment against
J. M. Crisel for the sum of \$246.15 - Dat on
\$244.58 from June 20th 1890 & on \$7.57 from July 20th 1890
Now if the said Wheeler & Hill shall well
and truly pay all costs and damages
which may be awarded against them
or sustained by any person by reason of
this action, and the fees due & to become due
the officers of this Court

then this obligation to be void, or otherwise to remain in full force and virtue.

Wheeler & Hill (SEAL.)

J. B. Hill (SEAL.)

C. R. Kesterson (SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of
the county of Lee *C. R. Kesterson*
and made oath that *his* estate, after the payment of all *his* just debts, and
those for which he *is* bound as security for others and expect to pay, *10*
worth the sum of *Two Thousand* dollars,
over and above exemptions allowed by law.

Given under my hand this *27* day of *June* 1890.

Teste:

J. A. G. Hyatt Clerk.

Wheelent Hills

vs 3 Bond

Mrs. Criswell et al

Filed June 27/89

J. A. Hyatt

KNOW ALL MEN BY THESE PRESENTS, That we

H. C. T. Richmond
+ *L. D. Fulkerson*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Sixteen Hundred* dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *25* day of *June*, one thousand eight hundred and *Ninety*

The Condition of The Above Obligation is Such, That whereas

the above
named H. C. T. Richmond has
this day sued out an
attachment against the
goods & chattels of Mr. Criss
for \$793.55

Now Therefore should the
said Richmond pay
such damages as may be
sustained by any one by
this action and the costs now
due & to become due the officers of this Court

then this obligation to be void, or otherwise to remain in full force and virtue.

H. C. T. Richmond (SEAL)

L. D. Fulkerson (SEAL)

(SEAL)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of the county of Lee *L. D. Fulkerson* and made oath that *his* estate, after the payment of all *his* just debts, and those for which he *is* bound as security for others and expect to pay, worth the sum of *Sixteen Thousand* dollars, over and above exemptions allowed by law.

Given under my hand this *25* day of *June* 18*90*

Teste:

J. A. G. Hyatt Clerk.

H. L. T. Richmond

vs ³/₃ Bonds

Wm. Crisell

Filed June 25th 1890

J. A. Hyatt & Co.

KNOW ALL MEN BY THESE PRESENTS, That we *James P. Campbell*
and A. F. Bales

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Eight*
hundred One ~~hundred~~ *06* ^{*100*} dollars, to the payment whereof, well and truly,
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated *27* day
of *June*, one thousand eight hundred and *ninety*

The Condition of The Above Obligation is Such, That whereas *the above*
bond James P. Campbell has this day
sued out before H. C. Jaslyn a Justice of
the Peace of Lee County Virginia an attach-
ment against Wm Crisel, for the sum
of \$400.53- Now if the above bond James
P. Campbell and A. F. Bales shall well
and truly pay all costs and damages which
may be awarded against him the said
James P. Campbell, or sustained by any
person, by reason of his suing out the
attachment aforesaid

then this obligation to be void, or otherwise to remain in full force and virtue.

J. P. Campbell (SEAL)

A. F. Bales (SEAL)

(SEAL)

James O. Campbell
vs Bow.

Wm Orisel

Returned to my
office, by St. L.
Post, J.P. and
filed June 27th 1890.
J. A. Hyatt

J.P. fee 50¢

KNOW ALL MEN BY THESE PRESENTS, That we

L. D. Fulkerson
and J. C. T. Richmond

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Two*
Thousand dollars, to the payment whereof, well and truly

to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated *2nd* day
of *September*, one thousand eight hundred and

The Condition of The Above Obligation is Such, That whereas *the above*

bound L. D. Fulkerson in his
Chancery suit vs Mrs. Lorisel now
pending in the circuit court
of Lee County, obtained a decree
for the sale of the property in
said Cause attached.

Now therefore should the said Ful-
kerson or some one for him, abide the future
orders of this Court, upon the coming in of the
deft and his making defense to this action

then this obligation to be void, or otherwise to remain in full force and virtue.

L. D. Fulkerson (SEAL.)

J. C. T. Richmond (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of
the county of Lee *J. C. T. Richmond*

and made oath that *he* has estate, after the payment of all *his* just debts, and
those for which he *is* bound as security for others and expect to pay,

worth the sum of *Two thousand* dollars,

over and above exemptions allowed by law.

Given under my hand this *2* day of *Sept* 18*90*

Teste: *J. A. G. Hyatt* Clerk.

L. D. Fulkerson
vs ³ Bonds
Wm. Cressel

Filed Sept. 2-1890
J. A. Stycatt C

In the Clerk's Office of the Circuit Court of the County of Lee on the *25th* day of

June 1890.

D. C. T. Richmond Plaintiff

against

Wm. L. Crisel Defendant

The object of this suit is to *recover against the Defendant*
Wm. Crisel \$793.55 and interest on \$638.52 paid thereof from June 20th 1890
on \$155.03, from July 20th 1890 till paid & the costs, and to subject to the
payment thereof the Lie Logs in the Bill mentioned which have
been attached for the purpose of such payment.

And an affidavit having been made and filed that the defendant

Wm. Crisel
is a non resident of the State of Virginia, *it is*
ordered that *he* do appear here, within *fifteen days* after due
publication hereof, and do what may be necessary to protect *his* interest in this suit.

And it is further ordered that a copy hereof be published once a week for four week's in
some newspaper, and that a copy be forthwith posted at the front door of the court-house
of this county.

A copy—Teste:

A. L. Pridemore P. C.

J. A. Hyatt Clerk.

H. C. T. Richmond

vs ³/₃ order Pub

Wm Crisell

I certify that I
delivered to the
Lee County Rep.
an office copy
of this order for
Pub. June 25 1849
and posted a like
copy thereof on the
Court house door
on the 1st day July
County Court 1849

J. J. Hyatt C

Virginia

Lee County to wit

This day R. E. O'Brien
Engineer of the Louisville & Nashville
Rail Road Company personally
appeared before me L. D. Fulkerson
a Notary Public for the County and
State of said and made oath
that the Louisville & Nashville Rail
Road Company have nothing in
their possession belonging to William
Crisel, and that they do not owe
said Crisel anything, Given under
my hand this 1st day of Aug^r 1890 L. D. Fulkerson
Notary Public

D. L. Willis July 30/90. Evid
July 31/90 at R.R Co \$809.69.

Wheeler & Hill Yaukey,
Wm^{rs} Griswold,
Ch. Hesternew
Same

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Exceptions of above plaintiffs to
the report of Commissioners D.C.
Senell & A.M. Gaines, filed in said
Cause. Feb. 20th 1896.

1st Because the report of D.C.
Senell which said report adapts
with certain modifications
is too vague & indefinite for confir-
mation.

2nd Because said Commissioners
~~stated~~ that the three attachments
before the plaintiffs, as stated by
them, have priority over these
plaintiffs by A.M. Munsey's
disposition as levying same
on same day. The returns
of the officer governs, and
the law according to said
returns put the fine attach-
ments upon the same footing.

3rd Said Commissioners fail
to report what this these plaintiffs
have under their attachments
not levied on in the other attach-
ments and fail to report
what part of the funds or
proceeds of the attached taxes
are going to these plaintiffs.
This March 6th 1896.

B. H. Senell, atty
for said plaintiffs as
exceptions.

Whole Office
vs
municipal school

C. A. Heston

vs
Sams

Exceptions to
Commissioners' Report

In the Clerk's Office of the Circuit Court of the County of Lee on the 28th day of

June 1890

C. R. Kristerson

Plaintiff

In Chancery

against

Wm. Crisel & the Louisville

& Nashville Rail Road Co. Defendant

The object of this suit is to recover against the Deft Wm. Crisel \$334.67, with but only \$262.70 paid thereof from June 20th 1890, and on July 1st 1890 but thereof from July 20th 1890 till paid and the costs of this suit and to subject to the payment thereof the tie logs mentioned in the Bill and the debts due said Crisel from the L & N. Rail Road Co. which have been due.

And an affidavit having been made and filed that the defendant ~~Wm. Crisel and~~ The Louisville and Nashville Rail Road Company are not residents of the State of Virginia. It is ordered that they do appear here, within fifteen days after due

publication hereof, and do what may be necessary to protect their interest in this suit.

And it is further ordered that a copy hereof be published once a week for four week's in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:

A. L. Pridemore

p. q.

J. A. Hyatt

Clerk.

for the purpose of

L. R. Suter
under Pub
No 3
Wm Leisner et al

I. Certify that I
delivered to the Lee
County Republican
an office copy of
this order for Pub
June 28th 1890 and
posted a like copy
on the front door
Lee Court House
the 1st day July
County Court 1890.

J. A. Hyatt Clerk

NOTICE.

C.R.Kesterson,.....Complainent,
vs. In Chancery.

Wm. Crisel,.....Defendant.

And

Wheeler & Hill,.....Complainents,
vs. In Chancery.

Wm. Crisel,.....Defendant.

EXTRACT FROM DECREE.

It is further, ordered, adjudged and decreed.....that said report be recommitteed to said Commissioners to ascertain and report how many tie-logs were levied on under these attachments in said two causes, that were not levied on by any of the other attachments, and what were the net proceeds of same, if any, that the receivers got for same separate and apart from any other attached tie-logs, and if this cannot be ascertained, then to ascertain and report what were the net proceeds ~~xxx~~ said receivers ought to have received for the same, and which one of said receivers did, or ought to have received the money for the same. Said Commissioners will give the parties or their attorneys at least ten days notice of the time and place of their sitting for said purpose.....

A Copy Test:-

A B Munsey
Clerk.

COMMISSIONERS' NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that, on the 9th day of April, 1896, at the Law office of A.M.Goins, in the town of Jonesville, we shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable us to comply with the order of the Court.

A M Goins,
D C Swell

Special Commissioners.

*Legal service of this show notice
is accepted. March 20th 1896.*

*B H Swell atty for
Wheeler & Hill
C R Kesterson*

Legal service of the within notice
is accepted, this March 24, 1896

A. B. Munsey

Comptroller

In Charge

Comptroller

And

Comptroller

In Charge

By

EXHIBIT FROM RECORD

It is further ordered, adjudged and decreed, that said report be
referred to said Comptroller to ascertain and report how many
loans were made under these attachments in said two years, that
were not levied on by any of the other attachments, and what were the
net proceeds of same, if any, that the receiver not for same separate
and apart from any other attached title-loans, and it is further ordered
that the receiver ascertain and report what were the net proceeds of
said receiver's loans to have received for the same, and which one of
said receivers did, he ought to have received the money for the same.
Said Comptroller will give the names of their attorneys at least
ten days notice of the time and place of their appearing for said pur-
pose.

A Copy Test:-

Clerk.

COMMISSIONER'S NOTICE

The parties interested in the decree from which the foregoing is an
extract, will take notice that, on the 6th day of April, 1896, at the
law office of A. M. Goring, in the town of Jonesville, we shall proceed
to execute the same, when and where they are required to attend, with
such books, papers, vouchers, and evidence as will enable us to comply
with the order of the Court.

Special Commissioner.

In the Clerk's Office of the Circuit Court of the County of Lee on the 28th day of

June 1890.

Wheeler & O'Neil

Plaintiff's

against

Rail Road Co.

Wm. Lerisel & The Louisville & Nashville Defendant's

In Chancery

The object of this suit is to recover against the defendant Wm. Lerisel \$296.15 with interest 244.58 part thereof from June 20th 1890 and on \$51.57 the balance thereof from July 20th 1890 till paid & the costs of this suit & to subject to the payment thereof the tie logs in the Bill on hand and the debt due said Wm. Lerisel from the debt of The Louisville & Nashville Rail Road Co. which have been attached for the purpose.

And an affidavit having been made and filed that the defendant Wm. Lerisel and The Louisville & Nashville Rail Road Co. are not residents of the State of Virginia, it is

ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit.

And it is further ordered that a copy hereof be published once a week for four weeks in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:

A. L. Pendermon

p. q.

J. A. Hyatt Clerk.

Whelan Hill
vs $\frac{3}{3}$ Order Duke
Jm. Crissel

I certify that I
delivered to the
Lee Co. Republican
an office copy of
this order for Pub.
June 29, 1890 and
posted a like copy
on the front door
Lee Court House
the 1st day July
County Court 1890

J. A. G. Hyatt.
Clerk

Virginia.

At a Circuit Court Continued and
held for Lee County at the Court
house thereof April 8th 1892

Wheeler and Hill

Plffs

vs

Wm. Lerisel

Def

and

C. R. Kesterson

Plff

vs

Wm. Lerisel

Def

Ex lchey

These Causes came on again
to be heard upon the papers
formerly read and was arg-
ued by Counsel: And it appear-
ing to the Court that C. N. Morgan
Receiver in this cause has not
made and filed his report
as such Receiver, as directed
by a former order herein.

And that A. B. Munsy late
sheriff of this County has not
as required by a former order
in these Causes, filed his
report of transactions herein.

It is adjudged ordered and
decreed that said C. N. Morgan
Receiver and A. B. Munsy late sheriff
Each make their personal app-
earance, before this Court at its

next term, and on the first day thereof, to show cause if any they can or have, why they shall not each be fined for their said Contempt, in failing to obey the former orders of this Court. And they are each again ordered to make and file the reports heretofore required of them, accompanied by their answer to this order.

And they will each report any sales of ties or logs made by other persons by their direction or consent covered by said attachments; and the said L. W. Morgan will specially report any sales made by W. R. Boles or Chadwell Brittain: # # # #

A Copy Lest

J. S. Hyatt C

Wheeler & Hill & Co. R. R. Co.

3 Rule & Co

200 300 Morgan and

Wm. L. Morgan

Executed by de-
livering an office
copy of with Rule
to L. W. Morgan

This May 10. 1892

Jas. A. Vandenberg
Dept. for L. C. Flan
ary. S. L. C.

Fee for Copies \$1.50

2 copies

In the Clerk's Office of the Circuit Court of the County of Lee on the 25th day of

June

1890.

L. D. Fulkerson

Plaintiff

against

Wm. Crisel

Defendant

The object of this suit is to

recover against the debt Wm

Crisel 75.00 \$ with interest from the 20th day of June 1890
till paid & the costs and to subject to the payment thereof
the tie logs in the Bill mentioned, which have been attached for
the purpose of such payment.

And an affidavit having been made and filed that the defendant

Wm. Crisel

ordered that

he

is a non resident

of the State of Virginia, it is

do appear here, within

fifteen days

after due

publication hereof, and do what may be necessary to protect

his

interest in this suit.

And it is further ordered that a copy hereof be published once a week for four week's in
some newspaper, and that a copy be forthwith posted at the front door of the court-house
of this county.

A copy—Teste:

A. L. Pridemore

p. q.

J. A. Hyatt

Clerk.

L. D. Fulkerson
vs 3 Order Book

Wm. Guises

I certify that I
delivered to the
Gen. County Clerk
an official copy of
this order, for Rids.
June 25, 1890 and
posted a like copy
thereof in the
court house door
on the 1st day of
July County Court
1890.

J. D. G. Hyatt
C.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

Wm. Leiser and
The Louisville and Nashville Rail
Road Co.

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *July* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by

James M. Wheeler & J. B. Hill
(Wheeler and Hill)

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *27* day of *June* 18*90*, in the *114* year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.
J. A. G. Hyatt

Wheeler & Hill
res $\frac{5}{3}$ Spaulding
Jm. Crisell et al
To 1 July Rules 1890

Executed by Sawing on 2013 lie
logs on the right of way where it
passes through the lands of W. S.
Ball 100 on same through the
of W. F. Gibson 87 on same through
the lands of Sarah Ball 200 on same
through the lands of Lucy A. Brittain
150 on the same through the
lands of John Ball 2054 on
same through the lands of D. C.
Coillis 303 on same through
the lands in possession of F. A.
Taylor 900 on the lands of
Chadwell Brittain in woods
1000 on the lands of James
Willis (in woods) 500 on the
lands of Fred Miracle in woods
200 on the lands Joseph Thomas
Hines (in woods) 400 on the
lands of Wm Dixon (in woods)
100 on the lands of W. R. Bates
(in woods) 100 on the lands
of Barna Campbell (in woods)
200 horse logs on saw mill set
on Chad Brittain's land (in
woods) 200 on the lands of J. P.
Estep (in woods) 250 on the
lands of Berwell Estep (in woods)
300 on the lands of Lucy A. Brittain

* 200 cedar logs at saw mill set on Samuel Chadwell's land to be saved into the property of William Arisell this the 27th of June 1890 A. B. Munsey S.C.

the proper affidavit having been made and
found executing thereof the officer executing this
Warrant will attach the fee for a in the receipt of
about of the 2^d Ch R. N. Co. belonging to the Dept
You received and all the tie logs belonging to him
on the hands of Joseph. But you forgets that
Mexican and an Joseph Johnson's land and
any good all debt claiming due for him and
Dept. General from the Dept. the Governor and
Judge will find no doubt the same
in this regard so attached to our suit the
future orders of the Court.

J. H. H. H.

Virginia

At a Circuit Court Continued
and held for Lee County at the
Court House thereof April 2^d 1891.
Wheeler & Will Plffs

273
Wm Crissel Deft
C. R. Westerson Plff Ind Chcy
275
Wm Crissel Deft

These causes came on again
to be heard together upon the papers
formerly read:

And it appearing that the
sheriff of this County has been
heretofore ordered to make
sale of the property levied
on in these causes and certain
other attachments at Law, viz:
Elders, Balesco vs Wm Crissel, C. Brittain &
others vs the same, and which
latter attachments are suggested
as being prior in point of levy,
and it appearing the sheriff
has not made any report in
reference to said sales or the amounts
thereof: It is adjudged, ordered
and decreed that the said Sheriff
make a report of sales made
by him to whom and whether

or not he has paid out the
same and if so to whom.

And C. N. Morgan, the receiver
heretofore appointed, will make
and file a report showing
the amount of sales by him
the amount of disbursements
made by him and to whom
and to whom, and when made
and file the same in due
time before next term of this
court.

(A Copy)

Teste J. A. Hyatt

For
C. N. Morgan

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

Wm. L. L. L.

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *July* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *him* by *L. D. Fulkerson*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *25th* day of *June* 18*99*, in the 11⁴ year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

Wm. Crisell and

*The Louisville and Nashville Rail
Road Co.*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *July* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by

L. R. Kesterson

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *27th* day of *June* 18*90*, in the 11⁴ year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

The proper affidavit having been made & filed & necessary
bond executed & filed The officer executing this Sh. will
attach the tie logs in the right of way of the L. & N. R. R. Co.
belonging to the deft Mylerice and all the tie logs
belonging to him on the lands of Chad. Britton
James. Willis, Ed. Merice, The heirs of Joseph Thomas
& others and any and all debts & claims due and
owing to said deft Merice from the Jonesville &
Nashville R. R. Co. and hold the same in his
hands so attached, to await the future orders
of the Court.

J. H. Hyatt

Shan

J. H. Hyatt

Witness J. A. G. Clerk of said Court at the Courthouse

in the 11
year of the Commonwealth

CLERK

Office of the Clerk of the Court of the Commonwealth of Virginia

Shan

being the day of the Court of the Commonwealth of Virginia

CLERK

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

Wm. Lerise

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *July* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *him* by *W. L. T. Richmond*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *25th* day of *June* 18*90*, in the 11*4* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

The proper affidavit having been made and
bond executed The officer serving this Spa will
attach the estate of Spulerisel in Lee County Va viz
a lot of tie logs on the right of way of the L & F R.
of Lee where it passes through the lands of M. S. Ball
Chadwell Britton D. C. Willis John Ball & others and
also a lot of tie logs on the lands of John Ball Chadwell
Britton James Willis M. R. Boles & lands in the
possession of J. A. Taylor & others and hold the same
in his hands so attached to await the
future orders of the Court. J. A. S. Syatt C

H. L. J. Richmond

Sherrin Cherry

Am. Press

So 10 July, Charles 1890

Executed June 26th 1890
(At eight o'clock a.m.)

by surveying on 20th 1873
the lands on the right
of way through the parcels
of Wm. J. Holbrook & others
through the lands of
M. S. Ball, 100 on right
of way through the land
of W. J. Holbrook & on the
right of way through the
land of Sarah Ball.
210 on said right of
way through the land
of Lucius T. Britton 167
on same through the
lands of John Hall.
203 1/2 on same through
the lands of O. C. Miller
and 303 on same
through the lands
in possession of
H. Taylor, 900 on the
lands of Chadwell.
Brittain (in woods) 1000 x

[illegible]

on the lands of James H. (uncertain)
in woods) 200 on the lands of each of them
of Daniel Helling (in woods) 200 on the
also on the lands of the Division Woods
also on the lands of the Division Woods
at 100 on the lands of the Division Woods
this one set on the lands of the Division
this one set on the lands of the Division

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

Wm. Lerise

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *July* next, being rule day to answer a bill in Chancery exhibited in our said Court
against

him

by

L. D. Fulkerson

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *25* day of *June* 18*90*, in the 11*4* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

L. D. Fulkerson

vs 3 Shavichey

Ym Leries

To 1st July 1890

June 26th 1890
Executed by survey on 20th 1/2 the logs on
right of way of the L & N R. Co. where
passing through the lands of M. S. Ball
100 on some where it passes through
the lands of J. F. Gibson 20 on the same
where it passes through the lands
of Sarah Ball 210 on some where it
passes through the lands of Lucy A
Brittman 157 on some where it passes
through the lands of John Ball 2054
on some where it passes through the
lands of D. C. Willis and 303 on some
right where it passes through the lands
of possession of J. A. Taylor 9000 on
the lands of Chadwell Brittman in woods
1000 on the lands of James Hillman in woods
500 on the lands of John M. M. (in woods)
200 on the lands of Joseph Thomas heirs
in woods 400 on the lands of Samuel
Rowland (in woods) 200 on the lands
of John M. (in woods) 400 on the
lands of J. S. Dixon in woods 100 on
the lands of W. R. (Boles in woods)
100 on the lands of Barna Campbell
(in the woods) 200 loose logs at
Saw mill set on Chadwell Brittman
lands this the 26th of June 1890

A B Munsey & Co

The above attested having been made & filed & necessary laws
executed & filed. The officer executing this deed will attach the
logs on the right of way of the L & N R. Co. belonging to the right.
The said and all the logs belonging to him on the lands of
Chadwell Brittman, James Hillman, John M. M., the heirs of Joseph Thomas
& others and any and all debts of Chadwell Brittman due and owing to said
L. D. Fulkerson from the Louisville & Nashville R. R. Co. will hold the
same in his hands so attached to await the future order of
the court

L. D. Fulkerson

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

Wm. C. C. C. C.

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *July* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *Wm. C. C. C. C.* by *W. C. C. C. C. C.*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *25th* day of *June* 18*90*, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

The proper affidavit having been made and, filed & necessary bonds
executed, and filed. The officer executing this Sh. will attach the tie logs
on the right of way of the L. & N. R. Co. belonging to the deft. My Crisel and
all the tie logs belonging to him on the lands of Chad Brosten, James Wells,
Ed Mericle, the heirs of Joseph Thomas & others and any and all debts & claims
due and owing to said Deft. Crisel from the Knoxville & Nashville RR.
Co. and hold the same in his hands so attached, to await the future
order of the Court.

J. A. Hyatt & Co

W. C. Richmond

vs
3 Sharns Oney

Ym. Kerisee

To 1st July Rules 1890

Executed June 26th by laying
on 2013 tie logs on the right of way
of the L. & N. R. Co. where it passes
through the lands of Mrs Ball, 10th
on same where it passes through the
lands of Mrs F. Gibson 87 on same
through the lands of Sarah Ball
240 on same where it passes through
the lands of Lucy A. Brillian 137
through same tract where it passes
through the lands of John Ball
2954 on same right where it passes
through the lands of J. D. & W. H. Ellis
303 on same where it passes through
the lands in possession of T. & T. Taylor
900 on the lands of Chas. H. Bondrian
(in woods) 1000 on the lands of
James Willis (in woods) 600 on the
lands of Fred Mericle (in woods)
200 on the lands of the heirs of Joseph
Thomas (in woods) 400 on the lands
of Samuel Rowland (in woods) 200
on the lands of John Webb (in woods)
400 on the lands of J. M. Dixon (in woods)
100 on the lands of W. R. Bond (in
woods) 200 on the lands of
Barnett Campbell (in woods) 200
logs at Saw mill set on
Chas. H. Brillian's land this the
26th of June 1890

A. B. Munday S. L. C.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

M. Brises and
The Louisville and Nashville
Rail Road Co.

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *July* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *James M. Wheeler*

and J. B. Hill doing business under
the firm name of Wheeler & Hill

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *27th* day of *June* 18*90*, in the 11*th* year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.

The proper affidavit having been made and
bond executed & filed. The officer executing
this Shd will attach the tie logs on the right
of way of the L. & N. R. R. Co. belonging to the left
of Mr. Lerise and all the tie logs belonging to him
on the lands of Chas. D. Britton, James Miller, Fred
Merriam, and on Joseph Thomas's heirs land
and any and all debts or claims due & owing
to said left. Lerise, from the left. The Louisville
& Nashville Rail Road Co. & hold the same in
his hands so attached to await the future order
of the Court.

J. A. S. Hyatt C

Wheeler Hill

From
Louisville & N. R. R. Co.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

H.S. J. + Richmond, C.M. Morgan
L.D. Fulkerson W.R. + Bales

D.C. Sewell Commissioner at his office in *Lee County, Va.*
to appear before the Judge of our Circuit Court of Lee County, at the court house thereof on the *19th*
day of *Feb'y* 1894, to testify and the truth to say in behalf of the *Statuing*
their accounts as Receiver

in a certain matter of controversy in our said Court,
before the said Judge depending and undetermined between *C. R. Kesterson*
vs others

Plaintiff *S*

and

your Gracie Defendant :

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *20th* day of *Feb'y* 1894, and in the *11th* year of
the Commonwealth.

A.B. Munsey Clerk.

L. R. Kesterson

vs { SUBPENA
FOR
WITNESS.

William Leriel

Com of the
Circuit Court, the 19th day of

February 1894.

Executed by
Sumner & Co. Attys
within Witnesses
this Feb. 17 - 1894.

J. H. Veston, L.S.
for C. E. Blumery
S. L. C.

VIRGINIA:—In the Clerk's Office of the Circuit Court of the County of Lee on the 25th day of June 1890.

L. D. Fulkerson, Plff. }
vs. } In Chan'y.
Wm. Crisel, Deft. }

The object of this suit is to recover against the Deft. Wm. Crisel \$750 with interest from the 20th day of June 1890 till paid and the costs of this suit and to subject to the payment thereof the tie loes in the bill mentioned, which has been attached for the purpose of such payment.

And an affidavit having been made and filed that the defendant Wm. Crisel is a non resident of the State of Virginia, it is ordered that he do appear here within 15 days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordeaced that a copy hereof be published once a week for four weeks, in some newspaper, and that a copy be forthwith posted at the front door of the court house of this county.

A copy—Teste:

J. A. G. HYATT, Clerk.

A. L. PRIDEMORE, p. q.

2-46-4w

I, Geo. W. Blankenship, editor
& publisher of the Lee County
Republican, a weekly newspaper
published in the town of
Jonesville, & county of Lee,
do certify that the foregoing Order
of Publication was duly
published in the above
named paper for four success-
ive weeks, ending August 9,
1890.

Geo. W. Blankenship,
Ed. & pub. Lee Co. Republican

L. D. Fulkerson
vs Pub. Certificate
Wm. Crisel

Filed Aug. 12 '89
J. A. Hyatt, C.

Dofee \$5.00

VIRGINIA:—In the Clerk's Office of
the Circuit Court of the County of Lee
on the 25th day of June 1890.

H. C. T. Richmond Plff

vs.

Wm. Crisel,

Deft

} In Chan'y

The object of this suit is to recover against the Deft Wm. Crisel \$793.55 and interest on \$638.52 part thereof from June 20th 1890 and on \$155.03 from July 20th 1890 till paid and the costs of this suit and to subject to the payment thereof the tie logs in the bill mentioned which have been attached for the purpose of such payment.

And an affidavit having been made and filed that the defendant Wm. Crisel is a non resident of the State of Virginia, it is ordered that he do appear here within 15 days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks, in some newspaper, and that a copy be forthwith posted at the front door of the court house of this county.

A copy—Teste:

J. A. G. Hyatt, Clerk.

A. L. PRIDEMORE, p. q.

246 4w

I, Geo. W. Blankenship, editor & publisher
of the Lee County Republican, a
weekly newspaper published in
the town of Jonesville, & county
of Lee, do certify that the
 foregoing Order of Publication
was duly published in the
above named paper for four
successive weeks, ending August
9, 1890.

Geo. W. Blankenship,
Ed. & pub. Lee Co. Republican

A. C. L. Richmond
vs 3 Pub. Certificate
M. L. L. L.

Filed Aug. 12th / 1890
J. A. L. Hyatt

Pro fee \$6.00

VIRGINIA:—In the Clerk's Office of the Circuit Court of the County of Lee on the 28th day of June 1890.

Wheeler & Hill Plff. }
vs. }
Wm. Crisel and the } In Chan'y.
L. & N. R. R. Co. Deft. }

The object of this suit is to recover against the Deft. Wm. Crisel \$296.15 with interest on \$244.58 part thereof from June 20th 1890, and on \$51.57 the bal. thereof from July 20th 1890 till paid and the costs of this suit and to subject to the payment thereof the tie logs in the bill mentioned and the debt due said Deft. Crisel from the Deft the L. & N. R. R. Co., which have been attached for the purpose.

And an affidavit having been made and filed that the defendants Wm. Crisel and the L. & N. R. R. Co., are non residents of the State of Virginia, it is ordered that they do appear here within 15 days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in some newspaper, and that a copy be forthwith posted at the front door of the court house of this county.

A copy—Teste:

J. A. G. HYATT, Clerk.

A. L. PRIDEMORE, p. q.

2 47 4w

I, Geo. W. Blankenship, editor & publisher of the Lee County Republican, a weekly newspaper published in the town of Jonesville, & county of Lee, do certify that the foregoing Order of Publication was duly published in the above named paper for four successive weeks, ending August 9, 1890.

*Geo. W. Blankenship
ed. & pub. Lee Co. Republican.*

Wheeler and Hill

3 Pub. Certificate
as 3

Wm. Crisell et al

Filed Aug. 12/1890.

J. A. Hyatt &

Pro. Fee \$5.00

VIRGINIA:—In the Clerk's Office of the Circuit Court of the County of Lee on the 28th day of June 1890.

C. R. Kesterson	Plff.	} In Chan'y.
vs.		
Wm. Crisel & the Louis ville & Nashville R. R.		
Defts.		

The object of this suit is to recover against the Deft. Wm. Crisel \$334.67, with interest on \$262.70 part thereof from June 20th 1890, and on \$71.97, balance thereof from July 20th 1890, till paid and the costs of this suit and to subject to the payment thereof the tie logs mentioned in the bill and the debts due said Crisel from the L. & N. R. R. Co., which have been attached for the purpose.

And an affidavit having been made and filed that the defendants Wm. Crisel and the L. & R. R. Co., are non residents of the State of Virginia, it is ordered that they do appear here within 15 days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in some newspaper, and that a copy be forthwith posted at the front door of the court house of this county.

A copy—Teste:

J. A. G. HYATT, Clerk.

A. L. FRIDMORE, p. q.

2 47 4w

I, Geo. W. Blankenship, Editor & publisher of the Lee County Republican, a weekly newspaper published in the town of Jonesville, & County of Lee, do certify that the foregoing Order of Publication was duly published in the above named paper for four successive week, ending August 9, 1890.

Geo. W. Blankenship
Editor Lee Co. Republican.

C. R. Kesterson
vs
Wm. Leisec

Filed Aug. 12/1890
J. A. Hyatt

Paid. fees \$5.00